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R.No.: F-541, 4<sup>th</sup> 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. No. : MD/HA/MRR/SCAN/2018-19/16585

Date : August 31, 2018.

**“ NOTICE INVITING e-TENDER ”**  
(Scanning of Medical Records)

E-Tender are invited under Two Bid System (TECHNICAL BID & FINANCIA BID) from experienced Firms/Contractors/Agencies under Public e-Tender System for and on behalf of the President of India by Head, Medical Division, Bhabha Atomic Research Centre Hospital, Anushaktinagar, Mumbai 94 for **“Outsourcing of Scanning of Medical Records at BARC Hospital”** (Medical Records of beneficiaries under Contributory Health Service Scheme).

|     |  |  |
|-----|--|--|
| 1.  | Tenure of Work   | <b>One(1) year extendable by one more year</b>   |
| 2.  | Estimated Cost   | <b>Rs.42,00,000/- + Taxes As Applicable.</b>   |
| 3.  | Cost of Tender Document  | <b>Nil (can be downloaded online)</b>  |
| 4.  | Earnest Money Deposit (@ 2% of Estimated Value of Work)  | <b>Rs.84,000/-</b> 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  | <b>Rs.2,478/-</b> 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 31/08/2018 (1400 hrs) to 17/09/2018 (1730 hrs) on website <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> . Detailed NIT is also available on <a href="http://www.barc.gov.in">www.barc.gov.in</a> for view only.  |
| 9.  | Pre-Bid Clarifications/Meeting   | The contractors are requested to send their Pre-bid queries by email not later than 11/09/2018 upto 1430 hrs. Pre-Bid meeting will be held on 12/09/2018 at 1100 hrs. at Conference No.2, BARC Hospital. The Pre-Bid clarifications will be uploaded in Tender-Wizard website by 14/09/2018 at 1700 hrs.   |
| 10. | Last date / time of closing of online submission of bids   | 19/09/2018 upto 1700 hrs.  |
| 11. | Last Date and Time for submission of Original Instruments (i.e. Receipt of e-Payment towards Tender Processing Fee, EMD, etc.) | 24/09/2018 upto 1430 hrs at APO, Hospital Administration Office, F-541, 4 <sup>th</sup> 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   | 24/09/2018 at 1530 hrs in the Office of APO(HA), F-541, 4 <sup>th</sup> Floor, BARC Hospital, 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 CRITERIA / QUALIFICATION OF BIDDER:

- 1.1 The agency should have **experience of at least 3 years of scanning of Medical records in any multi speciality hospital**. The Agency should have a presence in India (preferably with an office in Mumbai) for at least 3 years **and the evidence thereof submitted along with the tender**.
- 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' 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 **Rs.17 Lakhs in last seven years Or**
  - 2 similar works each of value not less than **Rs.25 Lakhs in last seven years Or**
  - 1 similar work of value not less than **Rs.34 Lakhs in last seven years**.All works are enhanced to present value with 7% annually as on last date of submission of tender.  
Enhance amount in lakhs =  $P + \{ P * (\text{month}/12) * 0.07 \}$   
P= Value of similar work at the time of completion.
- 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 31<sup>st</sup> 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)

### 2. PERIOD OF CONTRACT

- 2.1 This contract will be valid for a period of **One year**.
- 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 Bid Security of the successful bidder will be **converted** into Security Deposit.
- 3.7 In case Contractor fails to commence the work; the EMD submitted shall be forfeited.
- 3.8 EMD in respect of unsuccessful bidders will be returned after Bid Evaluation, with the approval of Competent Authority.
- 3.9 EMD shall valid for a period of 90 days and shall not earn any interest.

### 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 **18 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, Medical Division, BARC 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 Medical Division, BARC 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 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.
- 11.3 The Amendment, if any will be notified / published on e-tendering portal e.g. [www.tenderwizard.com/dae](http://www.tenderwizard.com/dae)

## 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 CLARIFICATION OF BID

- 13.1 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.
- 13.2 If Medical Division, BARC 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; Medical Division, BARC 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.

## 14 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 14.1 Prior to detailed evaluation of Bids, Medical Division, BARC 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.
- 14.2 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:
  - a) Which affects in any substantial way the scope, quality or performance of the Works
  - b) Which limits in any substantial way, Medical Division, BARC'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.
- 14.3 If a Bid is not substantially responsive, it will be rejected by Medical Division, BARC and may not subsequently be made responsive by correction or withdrawal of the non - conforming deviation or reservation.

## 15 CORRECTION OF NUMERICAL ERRORS

- 15.1 Bids determined to be responsive will be checked by Medical Division, BARC for any arithmetic errors. Error will be corrected by Medical Division, BARC 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.
- 15.2 The amount stated in the Bid will be adjusted by Medical Division, BARC 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.

## 16 AWARD CRITERIA

- 16.1 **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 1** 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.
- 16.2 **Financial Bid Evaluation** : A duly constituted Tender Evaluation Committee will evaluate the bids on the basis of criteria set out at **Clause 1** 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.
- 16.3 Other Bidders whose bids are ranked below the lowest bid may be **empanelled** at the discretion of Medical Division, BARC. 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.

## 17 ESCALATION OF COST

- 17.1 The price quoted by the Contractor shall **remain fixed** during the tenure of the contract.

## 18 TERMS OF PAYMENT

- 18.1 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 15<sup>th</sup> of succeeding month.
- 18.2 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 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.

- 18.3 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.
- 18.4 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.
- 18.5 If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

## 19 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.

- 19.1 **Penalty of Rs.10,000/- per occasion will be imposed on the Contractor, if the salary is not paid to their staff(s) on or before 10<sup>th</sup> of every month.**
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 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.
- 19.9 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.
- 19.10 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.

- 19.11 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.
- 19.12 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.
- 19.13 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.
- 19.14 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.
- 19.15 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.
- 19.16 Competent Authority's decision in this regard will be final and binding on the Contractor.

## 20 **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.

## 21 **JURISDICTION**

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

## 22 **COMPLETION**

After completion of the Service Contract, the Contractor will serve a note to Medical Division, BARC 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, **Provident Fund, ESIC, Bonus, Gratuity, Paid Leave as admissible**, etc. with regard to the personnel engaged by him for the Scanning works as well as with respect to performance of services under this Agreement generally.

## 4. PAYMENT

- 4.1 The contractor shall submit Bill (in triplicate) on or before 15<sup>th</sup> day of every month.
- 4.2 The firm shall indicate, work order no., name of work, PAN No. GST 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.

## 5. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 5.1 The Service Provider shall not, without 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 Medical Division, BARC by giving Notice of one month in writing.
- 6.2 Medical Division, BARC 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 Medical Division, BARC.
  - (ii) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction, restructure or amalgamation.
  - (iii) Competent Authority of BARC 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 Medical Division, BARC.
  - (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 Medical Division, BARC 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 Medical Division, BARC or his nominee for a cause other than those listed under Sub Clause above, Medical Division, BARC 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 Medical Division, BARC, 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.
- 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 Medical Division, BARC 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 or 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 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
- 8.2 Any dispute, disagreement or question arising out of or relating to this contract or relating to performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator to be appointed by Director, BARC.
- 8.3 Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- 8.4 The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties.
- 8.5 The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1966 and Indian Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian courts only.
- 8.6 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- 8.7 The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

**(NOTE :** In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration(ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller.

## **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. POLICE VERIFICATION OF CONTRACT LABOUR**

- 13.1 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.
- 13.2 The Contractor shall submit the details of the employees along with their photographs duly verified by the **police** regarding their Character and antecedents.

#### **14. INSTRUCTIONS / COMMUNICATIONS**

The Contractor shall carry out all instructions of Medical Division, BARC 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).

#### **15. 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.

#### **16. IDENTIFY DEFECTS**

16.1 Competent Authority of BARC or his nominee shall check the Contractor's work and notify the Contractor of any defects/deficiencies that are found.

16.2 Competent Authority of BARC or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that Competent Authority of BARC or his nominee considers may have a Defect.

#### **17. CORRECTION OF DEFECTS**

17.1 Competent Authority of BARC 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.

17.2 Every time notice of a defect is given; the Contractor shall correct the notified defect within the length of time specified by Medical Division, BARC or its nominee's notice.

17.3 If the Contractor has not corrected a defect within the time specified by Medical Division, BARC or its nominee's notice Medical Division, BARC or its nominee can impose suitable penalty as deemed fit, subject to the provision of the bid.

#### **18. PAYMENTS FOR VARIATIONS**

18.1 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 Medical Division, BARC.

18.2 If there is delay in Medical Division, BARC and Contractor coming to an agreement on the rate of an extra item, rates as proposed by Medical Division, BARC shall be payable provisionally till such time as the rates are finally determined or till date-mutually agreed.

#### **19. 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 Medical Division, BARC and the Contractor be determined by Medical Division, BARC or its nominee and shall be added to or deducted from the contract price and Medical Division, BARC or its nominee shall notify the Contractor accordingly.

## 20. LIQUIDATED DAMAGES

- 20.1 In case of service providing contract, if the Contractor fails to provide services in time at short notice Medical Division, BARC shall get the same done from the open market and the cost incurred on this shall be recoverable from the Contractor.
- 20.2 The service / work are subject to supervision of the authorized representative of Medical Division, BARC.

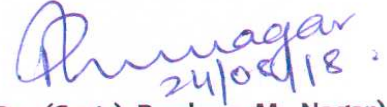
## SECTION 4 : GENERAL TERMS AND CONDITIONS

1. **The Scanning work is to be carried out all throughout the year, Monday to Saturday according to 'SCOPE OF WORK'.**
2. **It will be the sole responsibility of the Contractor to ensure that the personnel engaged are trained including safety precautions etc. and the Department will not be liable for any mishap, directly or indirectly.**
3. The Contractor should submit the proof of total manpower in his possession. Contractors having sufficient knowledge and experience about Scanning medical records will be preferred.
4. **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.
5. The contractor should provide list of persons deployed for scanning alongwith list of substitute 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.
6. The staff engaged by the Contractor shall be available all the time as per their duty and they shall not leave their place of duty.
7. The staff / candidates employed by the contractor shall be required to work normally as per the office working days i.e. from Monday to Saturday from 0900 hours to 1800 hours with a lunch break of ½ hr from 1300 hours to 1330 hours.
8. Adequate supervision will be provided by Contractor to ensure correct performance of the said Scanning work in accordance with the prevailing assignment instructions agreed upon between the two parties.
9. 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.
10. It will be the responsibility of the contract to provide details of manpower deployed by him, in the Department and to the Labour Department.
11. 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.
12. The Contractor shall not engage any sub-Contractor or transfer the contract to any other person in any manner.
13. 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.
14. 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.
15. 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.



16. 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**.
17. 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.
18. 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.
19. 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.
20. 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 fulfilment 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. The Contractor shall be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act, 1970 and other applicable laws.
26. The Contractor shall ensure that the staff shall not take part in any staff union and association activities.
27. The Department shall not be responsible for providing residential accommodation to any of the personnel of the Contractor.
28. 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.
29. The Department does not recognize any employee employer relationship with any of the workers of the Contractor or between the Contractor and the Department.
30. 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.
31. 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.
32. The Contractor shall ensure full compliance with **tax** laws of India with regard to this contract and shall be solely responsible for the same.

33. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep Medical Division, BARC fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
34. 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.

  
24/08/18

**(Dr. (Smt.) Pradnya M. Nagar)**  
**Hospital Administrator, BARC Hospital**  
**For and on behalf of the President of India**

Government of India  
Bhabha Atomic Research Centre  
Medical Division

**Scope of Work For “Scanning of Medical Records of BARC Hospital”.**

**VOLUME** = Scanning and Tagging of **approx. 50,00,000 pages** of medical records. However, the volume may vary and payment will be made as per the actual volume at the rates quoted in the Financial Bid.

Please quote all the models including the state of the art equipment which meets the basic minimum specifications.

| Sr. No.  | Description of item  | Compliance |    | Remarks |
|----------|--|------------|----|---------|
|          |  | Yes        | No |         |
| <b>1</b> | <b>Scope of work</b>   |            |    |         |
|          | A repository is to be developed to store all the Electronic Documents in the form of digital content, allowing quick and efficient access to the information.  |            |    |         |
|          | 1.Document imaging to capture content and allowing indexing of the documents so that this content can be retrieved while searching. Scanning Technology should be direct CCD based imaging. No use of mirror or sensor array technology. |            |    |         |
|          | 2.Document versioning allowing users and other management staff to retrieve previous versions and to continue work from a selected point.  |            |    |         |
|          | 3.Security based model for varied users and administrators to control access to folders and documents  |            |    |         |
|          | 4.Documents to be maintained in folder structure with access control for each folder.  |            |    |         |
|          | 5.Provide a stable document-handling environment.  |            |    |         |
|          | 6.Audit trail.   |            |    |         |
|          | 7.Documents are segregated / sorted.   |            |    |         |
|          | 8.Versioning-to track the latest revision of documents.  |            |    |         |
|          | 9.Role wise instant access to the documents (Electronic).  |            |    |         |
|          | 10.Mail documents with annotation on external users (Non editable)   |            |    |         |
|          | 11.Provide Auditable History of issued and received documents.   |            |    |         |
| <b>2</b> | <b>Platform &amp; Architectures to be used</b>   |            |    |         |
|          | a. Web-application based on open source Technologies   |            |    |         |
|          | b. <b>Recommended - JSP based with MySQL RDBMS</b> for managing scanned records.   |            |    |         |

|          |  |  |  |  |
|----------|--|--|--|--|
| <b>3</b> | <b>User Interface (UI) Design</b>  |  |  |  |
|          | a. The web-application should be responsive and accessible on various screens, including desktops, laptops and mobiles(smart phones)   |  |  |  |
|          | b. The web-application design should be easy-to-navigate with a user-friendly UI.  |  |  |  |
| <b>4</b> | <b>System Requirements Study</b>   |  |  |  |
|          | The Vendor should submit a list of all the deliverables along with timeframes for execution of the project, including, but not limited to the following:   |  |  |  |
|          | . Systems Requirements Study (SRS).  |  |  |  |
|          | . System Design Document (SDD).  |  |  |  |
|          | . User manuals and Training Schedules.   |  |  |  |
|          |  |  |  |  |
| <b>5</b> | <b>Development</b>   |  |  |  |
|          | During the development phase, the vendor would be continuously in contact with the BARC team and will ensure the project is designed and developed in exactly the way BARC requires it to be. There would be weekly or fortnightly meetings held on the updates of the project, to ensure that the project is on the right track. All the points in the project should be properly documented to ensure the records are maintained for further references. |  |  |  |
|          | <b>Part I : Features:</b>  |  |  |  |
|          | <b>1.Open Source Technology</b>  |  |  |  |
|          | <b>2.Web-based for 20-25 concurrent users.</b>   |  |  |  |
|          | <b>3.Screens to be provided for design queries as per the requirement of the users (with proper authentication).</b>   |  |  |  |
|          | <b>4.The Retrieval time should be 2-3 sec for 20-25 concurrent users.</b>  |  |  |  |
|          | <b>5.The Indexing should be done on 7-8 key fields. Key field will be provided.</b>  |  |  |  |
|          | <b>6.Software installation should be at BARC Hospital, Anushakti Nagar, Mumbai.</b>  |  |  |  |
|          | <b>7.Authentication / Authorization/Data Security: Three-level</b>   |  |  |  |
|          | .Administrators for creation of users/setting permissions.   |  |  |  |
|          | .Departmental Users for View/edit  |  |  |  |
|          | .End-users valid for limited time, will be detailed when SRS is prepared.  |  |  |  |
|          | <b>Part II: Scanning:</b>  |  |  |  |
|          | Scanning of Case-papers should be done in segregated format.   |  |  |  |
|          | Eg. 1. Cover Pages   |  |  |  |
|          | 2. Investigations (outside <b>BARC</b> only)   |  |  |  |
|          | 3. Investigations (upto 2007 , inside & outside BARC)  |  |  |  |
|          | 4. Treatment   |  |  |  |

|           |   |  |  |  |
|-----------|---|--|--|--|
|           | 5. Follow-up Notes  |  |  |  |
|           | 6. Correspondence   |  |  |  |
|           | Approximately images in A4 and Legal / Grey scale/<br>Pure Black & White mode/color mode.   |  |  |  |
|           |   |  |  |  |
|           | <b>Scanning to be carried out at BARC Hospital,<br/>Anushakti Nagar</b>   |  |  |  |
|           | Scanning of medical records will be carried out in two<br>separate wings:   |  |  |  |
|           | 1. Wing one: Scanning to be done for case paper for<br>whom patients have already taken appointments.   |  |  |  |
|           | 2.Wing Two: Scanning to be done for regular/routine<br>case papers  |  |  |  |
|           | The process of scanning, tagging and uploading in<br>software, to be completed in 1 year. Case records will<br>be transferred for scanning on a continuous basis  |  |  |  |
|           | <b>Once the development is completed, the vendor<br/>should transfer the application source code files to<br/><u>BARC internal server.</u></b>  |  |  |  |
|           |   |  |  |  |
| <b>6</b>  | <b>Post implementation Support.</b>   |  |  |  |
|           | The vendor should continue to support the web<br>application for a period of <b>3 years</b> after the formal<br>completion and sign-off from BARC. During this period,<br>the vendor will ensure that any bugs found in the web<br>portal would be corrected and taken care of. |  |  |  |
|           | After the period of 3 years, the vendor would hand over<br>the project to BARC for further support and<br>maintenance.  |  |  |  |
|           | AMC charges if any, post warranty should be mentioned<br>in the proposal separately.  |  |  |  |
|           | The most important criteria for consideration at the<br>Demonstration, will be  |  |  |  |
|           | 1.Quality of Scanned Document   |  |  |  |
|           | 2.Indexing.   |  |  |  |
|           | 3.Retrieval of key fields.  |  |  |  |
|           | 4.User-friendliness.  |  |  |  |
|           |   |  |  |  |
| <b>8</b>  | <b>Vendor to submit BLANK PRICE BID FORMAT<br/>(Without mentioning price/value) in the technical<br/>bid.</b>   |  |  |  |
| <b>9</b>  | <b>The vendor should continue to support the web<br/>application for a period of 3 years after the formal<br/>completion and sign-off from BARC.</b>  |  |  |  |
| <b>10</b> | <b>AMC charges for 2 Years</b>  |  |  |  |

1)For arriving at lowest bidder quotation status, period of 5 years will be considered with a combination of AMC for 2 years. 2)Please mention whether UPS/ stabiliser is required for the equipment. If so should be in the offer.

**( To be submitted on Letter Head )**

**Financial Bid**

**The statutory charges / taxes prevailing at the time of payment shall be deducted accordingly.**

**In the price bid renderers should ensure to quote the prices in the prescribed form. If a firm quotes "Nil" charges / consideration, the bid shall be treated as unresponsive and will not be considered. (as per Rule 160 (xiv) of General Financial Rules 2005 vide DAE letter No. 1/5(3)2012-Budget/ 2483 dated February 20, 2014).**

**1. Terms of Payment:**

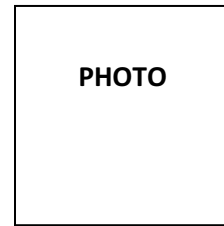
- a) No advance would be made to the contractor.
  - b) The full & final payment will be made after providing the necessary services based on certification by the concerned department and adjusting any dues to be recovered from the contractor.
2. The rates quoted per image must be fixed for a period of 3 years. Taxes /duties to be mentioned clearly in the offer.

| <b>Sr .No.</b> | <b>Service charge for offering the services</b> | <b>Amount charged in INR</b> |
|----------------|---|------------------------------|
| <b>1</b>       | <b>Rate per scan page with tagging.</b>         |                              |
| <b>2</b>       | <b>Scanning Software (as per Annexure 'A')</b>  |                              |

Authorised Signatory  
Name of the person

Note : GST will be paid as per actual, on production of documentary evidence.

**BIO-DATA OF THE CONTRACTOR**  
(To be submitted on Letterhead)



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

**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 :  
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 **7 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 personnel's.
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 :  
Place : Mumbai

**Witness :**

Signature  
Name and Address :  
Occupation :  
Contact No.:

**Form of Performance Guarantee (Bank Guarantee) Bond**

1. In consideration of the President of India (hereinafter called “The Government”) having agreed under the terms and conditions of Letter of Intent / Agreement No..... dated..... made between ..... and ..... (hereinafter called “ the said Contractor{s}“ ) .for the work ..... (hereinafter called “ the said Letter of Intent / Agreement”) having agreed to production of a irrevocable bank Guarantee for Rs. .... (Rupees ..... only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we ..... (Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding Rs. .... (Rupees .....only) on demand by the Government.
2. We ..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees .....only).
3. We, the said bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Officer-in-charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We ..... (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to ..... unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Sign and Seal of the Contractor

Dated the ..... day of ..... for ..... (indicate the name  
of Bank)

(To be submitted on Letterhead)

Date :

Administrative Officer – III,  
BARC Hospital, Medical Division,  
Anushaktinagar, Mumbai 94.

**Sub. : Details of PF & ESIC Registration**

Dear Sir/Madam,

I / We confirm that the following **PF Account No. & ESI Code** is under operation and shall be used for all PF & ESIC related activities for the labour engaged by us for the work awarded to us.

|    |                     |   |  |
|----|---------------------|---|--|
| 1. | PF REGISTRATION NO. | : |  |
| 2. | DISTRICT & STATE    | : |  |

|    |                  |   |  |
|----|------------------|---|--|
| 1. | ESI CODE NO.     | : |  |
| 2. | DISTRICT & STATE | : |  |

**Note :**

1. In case if bidder is not having PF & ESIC Registration; the bidder must give an undertaking that in case of award of work, they will produce necessary PF A/c. No. and ESI Code before commencement of work for workmen who are not covered under ESI Act.
2. The Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to the Principal Employer.

[Signature of Authorized Signatory of Bidder]

Place :

Date :

Name :

Designation :

Seal :

(To be submitted on Letterhead)

**COMPLIANCE (EMD)**

To,

Administrative Officer – III,  
BARC Hospital, Medical Division,  
Anushaktinagar, Mumbai 94.

**Sub.: EMD i.r.o. Tender for ‘Outsourcing of Scanning of Medical Records at BARC Hospital’.**

Dear Sir/Madam,

I have gone through the complete terms and condition and specification of the tender on the subject cited above and accept the same. I am enclosing herewith the following along with the tender as earnest money (Bid Security) :

Instrument No. : \_\_\_\_\_  
Instrument Type : DD / BC / FDR  
Dated : \_\_\_\_\_  
Drawn on Bank : \_\_\_\_\_  
Amount : Rs. \_\_\_\_\_

Along with the tender as earnest money (Bid Security) deposit.

Signature of Tenderer

Date :

Place :

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_