TENDER DOCUMENT

Tender No.: BARC-V/Admn(G)/Medical/2020/03

Name of Work: Outsourcing of Medical Services at First-Aid-Centre, TL-10 Building, BARC Facilities, Visakhapatnam.
Dear Sir,

I/We offer to provide medical services on contract basis at the rates quoted in the Annexure - IV.

2. I/We have understood the terms and conditions of the contract given in Tender No. BARC-V/Admn(G)/Medical/2020/03 and have thoroughly examined the pattern quoted or offered hereto and am/are fully aware of the nature of services to be provided and the terms and conditions stipulated in the Tender.

3. I/We hereby submit Two Part Tender viz., (i) Technical / Commercial Bid (Part-I) (Annexure - III) alongwith EMD of Rs. 80,000/- in one sealed cover and (ii) Financial / Price Bid (Part-II) (Annexure - IV) in another sealed cover. I/We am/are fully aware that the Technical Bid (Part-I) will be opened first whereas the Financial Bid (Part-II) will be opened later only if the Tenderer qualifies in Technical Bid (Part-I).

4. I/We hereby agree to abide by and fulfill all the terms and conditions, instructions, etc., contained herein.

5. I/We hereby certify that all the copies of necessary documents, as per Check List, are attached with the Tender.

Dated: 

Signature of the Contractor
With seal

Witness Signature :

Address :
Government of India  
BARC FACILITIES, VISAKHAPATNAM  

NOTICE INVITING TENDER  
TENDER NO: BARC-V/Admin(G)/Medical/2020/03 Dated 19.08.2020  

1) Sealed Tenders are invited, For & on behalf of the President of India, by Chief Administrative Officer, BARC Facilities, Visakhapatnam from Reputed / Registered / Government Recognised Contractors / Service Providers in the field of Hospital / Dispensary Management who are fulfilling eligibility criteria for providing "Outsourcing of Medical Services at First-Aid-Centre, BARC Facilities, Visakhapatnam for a period of Two (02) years" which can be extended further by One (01) year on same terms and conditions upon mutual agreement as specified in the Tender Document:

<table>
<thead>
<tr>
<th>Details</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates of Purchase of Tender Document from Pay &amp; Accounts Officer, BARC-F, Visakhapatnam.</td>
<td>From 27.08.2020 (1000 Hrs.) To 11.09.2020 (1630 Hrs.)</td>
</tr>
<tr>
<td>Pre-bid meeting with probable Bidders</td>
<td>On 08.09.2020 at 1100 Hrs. at Conference Hall, Simhadri Bhavan, Anu Vihar, Mekarasi Hill, BARCF, Gajuwaka-Yellamanchili Highway, Near Nagavaram Jn., Maduturu (Sub-PO), Visakhapatnam - 531 011 (AP).</td>
</tr>
<tr>
<td>Last date for submission of Tender</td>
<td>15.09.2020 upto 1600 Hrs.</td>
</tr>
<tr>
<td>Date, Time &amp; Place for opening of Tenders [Technical Bid (Part-I)]</td>
<td>On 16.09.2020 at 1100 Hrs. at Conference Hall, Simhadri Bhavan, Anu Vihar, Mekarasi Hill, BARCF, Gajuwaka-Yellamanchili Highway, Near Nagavaram Jn., Maduturu (Sub-PO), Visakhapatnam - 531 011 (AP).</td>
</tr>
<tr>
<td>Date, Time &amp; Place for opening of Tenders [Financial Bid (Part-II)]</td>
<td>Date, Time &amp; Place for opening of Tenders [Financial Bid (Part-II)] will be intimated to the Qualified Bidders of Part-I.</td>
</tr>
<tr>
<td>Estimated cost of the work excluding Taxes as applicable</td>
<td>Rs. 40,00,000/- (Rupees Forty Lakhs Only) for two years (exclusive of Service Charges &amp; GST, if any)</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD) [Refundable]</td>
<td>Rs. 80,000/- (Rupees Eighty Thousand Only)</td>
</tr>
<tr>
<td>E-mail ID</td>
<td><a href="mailto:ao3vizag@barc.gov.in">ao3vizag@barc.gov.in</a> <a href="mailto:apogyvizag@barc.gov.in">apogyvizag@barc.gov.in</a></td>
</tr>
<tr>
<td>Cost of the Tender document [Non-refundable]</td>
<td>Rs. 500/- (Rupees Five Hundred Only)</td>
</tr>
</tbody>
</table>
2) A pre-bid meeting will be held on 08.09.2020 at 1100 Hrs. at Conference Hall, Simhadri Bhavan, Anu Vihar, Mekarasi Hill, BARCF, Gajuwaka-Yellamanchili Highway, Near Nagavaram Jn., Maduturu (Sub-PO), Visakhapatnam - 531011 (AP) to clarify the issues and to answer to questions on any matter that may be raised at that stage. The bidder is requested to submit his questions / queries / clarifications in writing or by e-mail so as to reach this centre not later than one week before the meeting.

3) Tender document alongwith required Annexure, copies of experience certificates and other necessary documents are to be submitted along with EMD, without which Tender is liable to be rejected and it should contain all details alongwith a checklist (mandatory) duly signed.

4) Hypothetical / Conditional / Incomplete Quotation / Tender will NOT be entertained.

5) Tender in a sealed cover superscripted as 'Tender No: BARC-V/Admn(G)/Medical/2020/03 for "Outsourcing of Medical Services at First-Aid-Centre at BARC Facilities, Visakhapatnam for a period of Two (02) years" addressed to Chief Administrative Officer, BARCF, Visakhapatnam, will be received by Administrative Officer-III, BARCF, Visakhapatnam - 531 011 upto 1600 hours on 15.09.2020 and Part-I of the Tender will be opened in Conference Hall, Simhadri Bhavan, Anu Vihar, Mekarasi Hill, BARCF, Gajuwaka-Yellamanchili Highway, Near Nagavaram Jn., Maduturu (Sub-PO), Visakhapatnam - 531 011 at 1100 hrs. on 16.09.2020 in the presence of the Tenderers or their authorized representatives, present.

6) BARC reserves the rights to reject any or all tenders in part or full without assigning any reasons whatsoever.

7) EMD shall be submitted in the form of Demand Draft or Banker's Cheque or Fixed Deposit Receipt from Scheduled Bank drawn in favour of "Pay & Accounts Officer, BARC, Visakhapatnam", payable at, Visakhapatnam. EMD of successful Tenderer will be refunded on receipt of Performance Guarantee, on award of work.

Sd--

(Smt. Jayashree. S)
Chief Administrative Officer, BARCF(V)
For & on behalf of President of India
Instructions to the Tenderer:

a) The period of contract shall be for two (02) years commencing from the date mentioned in the Work Order. The said contract may be extended based on the satisfactory performance by one (01) year on the same rates, terms and conditions and mutual agreement.

b) The Tenderer should write in words as well as in figures, the rate(s) quoted by them. All corrections must be attested by dated initials / signatures of the Tenderer.

c) The Tenderer should append his Signature with Seal and Name on the Quotation to be submitted by him.

d) Quotations received late on account of any reason whatsoever or received incomplete are liable to be rejected.

e) GST and other Taxes, if any, will be paid as applicable from time to time on production of documentary proof.

f) All consumables required for carrying out the work indicated at 'Scope of Work' shall be supplied free of cost.

g) The Tenderer may note the components viz. Minimum wages, PF, ESIC, Bonus, Uniform / Shoe & other statutory payment, if any, while working out their rates for submitting tenders.

h) Tenders received through Speed Post, Courier service will NOT be entertained.

i) The full name and address of the Tenderer and the name of the services with Tender reference should be indicated in all the sealed covers.

j) Any Partner / Director of the Firm / Company of the prospective Bidder / Contractor banned by BARCF(V) earlier and got registered under different Company / Firm name are not eligible to quote.

k) Canvassing in any form shall render the Bid / Tender liable to be rejected.
Annexure – II

I. **Name of Work:**

Outsourcing of Medical Services consisting of Medical Officer, Nursing Staff (Male or Female Nurses), Pharmacist and Hospital Work Assistants/ Helpers (Male or Female) required at First-Aid-Centre, TL-10 Building, BARC Project site, Atchutapuram and Dispensary at Anu Vihar for **Six (06) days in week (Monday to Saturday for 08 hours a day from 0930 hrs to 1730 hrs).**

II. **Scope of work:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of services</th>
<th>No. of persons required</th>
<th>Services required</th>
</tr>
</thead>
</table>
| 1       | **Medical Officer**     | 01                      | i. Medical Officer is an appropriately qualified and registered medical professional with knowledge and skills to provide primary care medical services to individuals. Patients should feel that they have been dealt with in a professional, friendly and courteous manner.  
ii. The Medical Officer shall works closely with the nursing team to provide clinical guidance, assistance education and support.  
iii. Urgent medical and nursing services (including resuscitation, stabilization and assessment and diagnosis, treatment and referral as necessary).  
iv. Assess the urgency and severity of presenting problems through history taking, examination and investigation. Provide timely clinical and culturally appropriate health services.  
v. All patient consultations must be accurately recorded in the clinical patient notes within 24 hours of seeing the patient.  
vi. Total confidentiality and privacy of patients is maintained.  
vii. Comply with established health and safety policies with regard to handling of instruments, storage of drugs and disposal of sharps and other potentially dangerous equipment and substances.  
viii. Monthly Report to be prepared and maintained for First-Aid-Centre. |
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of services</th>
<th>No. of persons required</th>
<th>Services required</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td><strong>Nursing Staff (Male or Female Nurse)</strong></td>
<td>02</td>
<td>i. Administration of SC, IM, IV Injections &amp; Medicines to be given.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>ii. Nursing care of Sick patients, TPR, BP.</td>
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<tr>
<td></td>
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<td></td>
<td>iii. Checking and keeping Linen, Articles, Medicines &amp; Injections upto date.</td>
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<td></td>
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<td>iv. Requirements to be raised by the Nurse, other than medicines, duly signed by Medical Officer (First-Aid-Centre).</td>
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<td></td>
<td>v. Maintenance of O2 Cylinders (as Nurses Record).</td>
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<td></td>
<td></td>
<td></td>
<td>vi. Monitoring of Ambulance facility on quarterly basis and maintain report.</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Pharmacist</strong></td>
<td>01</td>
<td>i. Maintenance of individual accounting online after dispensing medicines, to raise indents and to get medicines from stores, to maintain receipt and issue statement.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>ii. To dispense medicines against prescription and to make entry into system.</td>
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<td>iii. Any other work assigned by Medical Officer.</td>
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<tr>
<td>4.</td>
<td><strong>Hospital Work Assistant / Helper (Male or Female)</strong></td>
<td>02</td>
<td>i. Bed making &amp; side-locker cleaning.</td>
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<tr>
<td></td>
<td></td>
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<td>ii. Sterilization of instruments and taking care of Linen, suturing materials &amp; other articles.</td>
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<td>iii. Transporting patient in wheel chair / stretcher etc.,</td>
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<td></td>
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<td>iv. To change Oxygen cylinders. To bring the medicines &amp; storing things.</td>
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<td></td>
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<td></td>
<td>v. Helping the staff for IM injections, IV changing and administration of Medicines.</td>
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<td></td>
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<td>vi. To accompany the ambulance if necessary while referring cases to empanelled Hospitals.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>vii. Carrying out Medical Officer orders.</td>
</tr>
</tbody>
</table>

### III. Educational Qualification required of Medical Personnel:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Medical personnel</th>
<th>Educational Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Medical Officer</strong></td>
<td>MBBS Degree from a college/institute recognised by Medical Council of India with minimum 2 years institutional experience. Mandatory internship will not be counted as experience.</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Staff Nurses (Male or Female)</strong></td>
<td>B.Sc. (Nursing). Registered with the Nursing Council with minimum 1 year experience. GNM Nursing / Ex-Servicemen having registration under any State Govt Council can also be considered since it is a Project Site.</td>
</tr>
</tbody>
</table>
3. **Pharmacist**  
   Diploma in Pharmacy. Registered with Pharmacy Council with minimum 1 year experience.

4. **Hospital Work Assistants / Helpers (Male or Female)**  
   Should have minimum 1 year experience of hospital work.

(IV) **Eligibility Criteria for the Tenderer:**

i. **Experience:** The Tenderer should have experience (prior to date of submission of Tender) of at least 2 years in executing contracts for providing similar services of skilled and/or unskilled manpower to company’s or Government establishment’s Hospital / Dispensary preferably in large organizations.

   i(a). **Completion Certificate:** The Tenderer shall submit experience certificate to the satisfaction of the competent authority, of having satisfactorily completed similar service contracts of magnitude specified below in last Five years ending 31.12.2019:

   (i) Three similar contracts each of value not less than Rs. 16,00,000/- Or
   (ii) Two similar works each of value not less than Rs. 24,00,000/- Or
   (iii) One similar work costing not less than Rs. 32,00,000/-.  

   **Note:** Similar services shall mean services involving “Experience in providing medical services under regular contract”.

   (OR)

   i(b). Hospitals having 2 years of establishment and are willing to provide Medical Services to Government establishment’s Hospital/Dispensary, are also eligible.

ii. **Legal Status:** The Tenderer should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc. The Tenderer should have been registered under relevant Act for carrying out the nature of services for which this Tender is invited.

iii. **Turnover:** The average annual turnover of the Tenderer should be at least Rs. 40 lakhs during the last two years ending 31 March, 2019. Supporting documents like Work Order/Agreement/ Contract indicating the value to be enclosed. The tenderers are requested to submit copy of IT returns for the financial years 2017-18 and 2018-19 and statement of accounts certified by a qualified chartered accountant for the said financial years.
iv. **Tax Reference**: The Tenderer should have PAN/TAN/TIN/GST.

v. **PF, ESI & GST Reference**: The Tenderer should have ESI, PF and GST registration number allotted in its name. The letters issued by the concerned authorities should be enclosed with the Technical Bid of the Tender.

vi. Tenderers should have categorically confirmed acceptance of all the Tender terms and conditions including the payment / penalty terms. On non-compliance / conformity of the above, offer is liable for rejection.

vii. Tenderer shall submit EMD for **Rs. 80,000/-** and a **Solvency Certificate** for **Rs. 16,00,000/- valid upto 31.12.2020.**

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**V. TERMS AND CONDITIONS**

1. All the entries in the Tender Documents should be in one ink. Erasing and overwriting are not permitted. Cancellations and insertions, if any, shall be authenticated by the tenderer by signing and affixing his seal.

2. Tenderer shall fill in all the required particulars in the blank spaces provided in the Tender documents and also sign at the bottom of each and every page of the Tender document before submitting the Tender.

3. Tenderer shall quote tender amount in figures as well as in words in Indian Currency only, i.e. Rupees and paisa for providing medical services strictly in the attached **Annexure - IV (Financial / Price Bid)**. The tender amount shall **exclude** all **statutory taxes but includes** all other expenses towards minimum wages, administrative costs, PF & ESI contributions, bonus (as per bonus act), uniform and other costs irrespective of its mentioning in this tender. The rates shall further be deemed to include statutory levies, taxes and duties etc., arising from such acts, central or state, which may come into force, subsequent to submission of Tender.

3.1 If BARC is required to discharge the liabilities of any taxes on the transaction like TDS (IT) or any other similar taxes, the same shall be deducted from the bills of the contractor. Applicable GST shall be paid by BARC by way of reimbursement, as per Government rules on submission of documentary evidence.

4. The tenderer shall take notice that personnel/workmen engaged under this contract shall be provided with **02 pairs of uniform and 1 pair of shoe per annum.**
5. In case the rates quoted in figures differ from those quoted in words, the lower will be taken as the Tendered rate and shall be binding on the Tenderers.

6. In case the Tenderer quotes 'NIL' charges / consideration over and above the minimum wages, the Bid shall be treated as null and void i.e. unresponsive and will not be considered.

7. The lowest price bid (L1) shall be decided based on the rates quoted for overall service mentioned in the 'Annexure-IV' i.e. Part-II (Financial / Price Bid).

8. The Tenderer shall note that no claim for enhancement of rates on the ground that existing statutory levies have been increased or those new statutory levies have come into effect after submission of Tender, or on any other ground, will be entertained.

9. The rates quoted in the Tender shall remain valid for a period of 120 days from the date of opening of the Tender. After submitting the tender, the tenderer is not entitled to recall his/its offer or modify the terms and conditions thereof. Tenderer shall not increase their quoted rates, once the Tenderer has submitted his quotation and during execution of the contract, in case his Tender is accepted.

10. Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BARC with respect to functioning of its Dispensary/First Aid Centre and the respective outsourced services.

11. Tenderer should be well versed with Terms & conditions of contract, Instructions to Tenderers, specifications and all other documents, which form part of the Contract / work order. The Tenderer shall specifically note that it is Tenderer's responsibility to provide any item, which is not specifically mentioned in this specification but which is necessary to provide the required services.

12. The required medical services indicated at para II of Annexure II are liable for variations and alterations at the discretion of the competent authority without entitling the contractor to any compensation throughout the contract period of two years and extended period, if any.

13. Please note that our Dispensary / First Aid Centre functions 08 (Eight) hours per day from 0930 hrs to 1730 hrs and depending upon work load, the Tenderer will be required to deploy their personnel in staggered shifts, if so directed.
14. The contractor shall observe a weekly off on Sunday to their staff along with BARCF(V) List of Holidays. Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.

15. Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BARCF(V).

16. Contractor shall be solely responsible for non-payment / delayed payment of wages/VDA, contributions under EPF & MP Act, ESI Act etc.

17. In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BARCF(V) for what so ever reason, the Security Deposit /other dues/running bills under the contract can be utilized by BARCF(V) to discharge the liability of the contractor.

18. Contractor shall indemnify BARCF(V) against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

19. BARCF(V) shall not be responsible for any losses, damages to the contractor or to his employees while functioning at BARC Project Site during the period of contract.

20. Payment of Bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act and retrenchment compensation under ID Act will be the sole responsibility of the contractor.

21. Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BARCF(V). In case wages are directly credited to Bank accounts of individuals, a statement of credit to bank, duly stamped by Bank authorities, are required to be submitted for settlement of claim on monthly basis.

22. All the staff of medical services are required to report to Medical Officer, BARC(F), Visakhapatnam, for operational issues and guidance and shall inform Chief Administrative Officer, BARC(F), Visakhapatnam, for any administrative matters.

24. The contract shall ensure that entry and exit of labour shall be as per the procedure laid down by the BARCF(V).

25. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B (Rule 25 (viii) & 81 (3) to BARCF(V), for forwarding the same to Labour Department.

26. The contractor shall attend to all inspections notified/conducted by the BARCF(V), Labour Department, P.F authorities, Factory Inspectors, ESI inspectors, Medical Authorities or any other such authorities.

27. The contractor shall have full control over his personnel including the right to appoint, determine service conditions, discipline, discharge, dismissal etc. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for their statutory payments. Contractor should ensure that they follow all rules and regulations related to safety and security.

28. Contractors will have to produce documentary evidence of being an Income Tax Assesse. Income Tax Permanent Account No (IT PAN No) and Tax Deduction Account No (TAN) or Income Tax Clearance Certificate (ITCC) shall be enclosed with the Technical bid.

29. The contract will be valid for a period of Two years from the date of issue of work order and can be extended by one more year depending upon satisfactory performance of the contractor with same rate, terms & conditions on mutual agreement.

30. The Government (BARC) may terminate the contract at any time without assigning any reasons therefor by giving one month’s (30 days) notice.

31. In case, the contractor wants to discontinue the contract, can do so only after rendering service atleast for a period of one year (01) year and thereby giving three months (90 days) advance notice to BARC(F), Visakhapatnam, in writing indicating the reasons for the same.

32. The contractor shall deploy the personnel under this contract having valid Police Verification Certificate (PVC).

VI. Earnest Money Deposit (EMD):

(i) The Tenderer shall deposit Earnest Money Deposit (EMD) for an amount of Rs. 80,000/- (Rupees Eighty Thousand Only) along with the Tender document. EMD of successful Tenderer will be refunded on receipt of Performance Guarantee, on award of work.
(ii) EMD by the Tenderer will be forfeited, if -

(a) After opening the Tender, the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates.
(b) The Tenderer does not commence the work within the period as per Letter of Intent (LOI) / Contract. In case the LOI / contract is silent regarding such period, then within 15 days after award of contract.

(iii) EMD of unsuccessful Tenderers shall be refunded within Forty-five days (45) of acceptance of award of work by the successful Tenderer.

(iv) EMD shall not carry any interest.

VII. **Security Deposit and Performance Guarantee:**

(i) The successful Tenderer, on acceptance of Letter of Intent, shall within 15 days arrange to deposit an amount equal to 5% of the total contract / work order value as ‘Performance Guarantee’ in the form of Bank Guarantee / Fixed Deposit Receipts of scheduled banks or in the form of Government Securities in favour of Project Director, Visakhapatnam.

(ii) The Security Deposit will be collected by deducting @ 5% of the gross amount of the running bill of the Contractor till the total sum amount to 2.5% of the contract/work order value.

(iii) The Security Deposit also be accepted in the form of Govt Securities, FDRs of Scheduled Banks and Nationalized Banks. These shall be endorsed in favour of “Pay and Accounts Officer, BARC, Visakhapatnam”.

(iv) If the successful Tenderer, fails to furnish the prescribed Performance Guarantee on or before stipulated dates of commencement, the 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.

(v) If this successful Tenderer, fails to commence work within the stipulated time, the 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 absolute.

(vi) The Security Deposit and Performance Guarantee kept with BARCF(V) shall not bear any interest. However, on completion of the Contract / Work Order satisfactorily, the Security Deposit and Performance Guarantee will be refunded to the Contractor within 90 days of the successful completion of contract on receipt of final clearance of all dues and statutory obligations.
(vii) The Security Deposit and Performance Guarantee will be liable for forfeiture in case of premature termination of Contract by the Contractor and/or in other cases of termination by BARCF(V) for any reason amounting to breach of contract by the Tenderer or any other grave misconduct.

(viii) BARC reserves the right to recover / adjust any amount which may be due from the Tenderer from their earnest money, security deposit, against any payment due to them from BARC.

(ix) In case the value of contract exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced and the enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

(x) The validity of Performance Bank Guarantee towards Security Deposit shall be **upto six (06) months** from the date of closure of contract (including extended period, if any).

(xi) The Security deposit will be forfeited and credited to BARCF(V) in the event of breach of any of the terms and conditions of this contract by the Contractor.

(xii) The Security deposit will be refunded to the contractor by BARCF(V) after adjusting any sums due to BARCF(V) from the Contractor or under any other contract with this Division or any other sister division of BARCF(V), upon the fulfilment of the contract and the Contractor furnishing No Demand and No Due Certificate from ESIC, EPFO to the effect that there is no claim or demand in respect of the contract executed.

**VIII. Contractor’s Obligations and Statutory Liability:**

a) Contractor shall deploy the required number of personnel for providing the medical services as per terms of the contract awarded to him and he or his authorized representative will be solely entitled to instruct such personnel about the manner in which the awarded work is to be carried out as per the directions of Medical Officer, BARCF(V).

b) Contractor shall ensure that the personnel deployed in the premises of BARCF(V) are physically and mentally fit and do not have any criminal records.

c) The Contractor shall maintain Professionally Qualified/Trained competent Personnel on the job to ensure smooth delivery of the services as set forth in the Scope of Work.

d) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).

e) Contractor shall provide employment card / valid identity card with photograph duly verified and attested by the Contractor to his employees deployed.

f) Contractor will ensure that the job is executed through his employees on his rolls only and for any absence from duty by officials engaged at
BARCF(V), an alternate person of same qualification needs to be provided. Under no circumstances, the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BARCF(V).

g) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BARCF(V) due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with the contractor.

h) The contractor has to provide a distinct Uniform / Shoe. The uniform should have logo of the contractor’s firm / company. The uniform shall be in neat, tidy and wearable condition.

i) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment if any, from the establishment of BARCF(V) within the time prescribed by authorities of BARCF(V).

j) The age of the contract personnel deployed should be above 18 and below 50 years.


l) The contractor shall pay wages to the personnel deployed by him according to the minimum wages notified by the appropriate government from time to time. Contractor has to make PF, ESI contributions as per applicable laws in force and provide supporting documents for settlement of monthly bills.

m) Contractor, on award of contract, before providing medical services, shall submit documentary proof of Educational Qualification, relevant experience in respect of personnel to be deployed under the said contract to Medical Officer, BARCF(V) for verification/scrutiny.

n) Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company Officials even at short notice:

   (a) Form XIII - Register of Workmen employed by contractor (Rule 75)
   (b) Form XIV - Employment card issued by contractor (rule 76)
   (c) Form XVI - Muster Roll (Rule 78(1)(a)(i)
   (d) Form XVII - Register of Wages (Rule 78(1)(a)(i)
   (e) Form XVIII - Register of wages-cum-Muster Roll (in case of weekly payment)
(f) From XIX - Wage Slip (Rule 78) (b)
(g) Form XX - Register of deduction for damages of loss (Rule(78)(1)(a)(ii)
(h) Form XXI - Register of files (Rule 78) (1) (a) (ii)
(i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
(j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
(k) Form XXIV - Return to be sent by the contractor to licensing officer
   (Rule 82)
(l) any other records/registers required to be maintained by the contractors under statutory provisions applicable to him.

IX. General Conditions:

1. All equipments including medicines required for maintenance of medical facility would be arranged by BARCF(V).

2. Medical Officer, BARCF(V) shall give overall instructions to the contractor or his authorized representative for the jobs to be carried out. BARCF(V) will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BARCF(V) and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor/ his authorized Supervisor.

3. The staff of medical facility needs to make their own arrangement for attending duty at BARCF(V). However, permission to utilize bus service arranged for BARC employees would be extended on payment of requisite monthly charges* (recoverable while settlement of bills), subject to availability of seats / facility from Monday to Friday. To attend duties on Saturdays, the contractor's staff have to make their own arrangements.

   *:
   (i) Medical Officer (01 No.) -- @ Rs. 2000/- pm.
   (ii) Nurse (02 Nos.) -- @ Rs. 900/- pm per person.
   (iii) Pharmacist (01 No.) -- @ Rs. 900/- pm.
   (iv) Hospital Work Assistant / Helper (02 Nos.) -- @ Rs. 500/- pm per person.

4. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BARCF(V) shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BARCF(V) reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BARCF(V) for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with
BARCF(V) will be forfeited and any further claim on the contractor may be made by BARCF(V) for recovery of any loss.

5. Disputes or differences arising from this Tender or in any manner connected therewith shall be subject to the following disputes resolution mechanism:-
   i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
   ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by Project Director, BARCF(V), Visakhapatnam. The place of arbitration shall be at Visakhapatnam. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
   iii) The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
   iv) All disputes shall be subject to the exclusive jurisdiction of courts at Visakhapatnam.

6. The decision of the BARC shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to the workmanship, removal of improper work, interpretation of the work specifications, notes, procedures etc.

7. If at any time, during the progress of contract, if it is found that contractor's personnel to be insufficient or inappropriate for providing required medical services, the contractor shall take such action as it deems it fit to improve the quality of medical services at his cost and risk.

8. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.

9. The contractor shall not resort to sub-contracting under any circumstances. The contractor shall be responsible to settle any grievances of the labour deployed by him.

10. Contractor shall be deemed to have included in his tender price of all the charges required for the purpose of providing medical services connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of BARCF(V) will ensure the completion of the work within the time specified.

11. BARCF(V) reserves the right to negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.

12. The contractor should abide by the security and safety rules of the BARC and provide such safety requirements as per statutory rules and requirements.
X. Terms of Payment:

a. Bill should be submitted along with all necessary documents, payment proofs, challans for ESI / PF and returns etc. as applicable under contractor's statutory liability and this contract.
b. Bill for every month shall be prepared by the Contractor and shall submit to Medical Officer, BARCF(V) for verification. Payments will be effected on actual basis after certification by the Medical Officer, BARCF(V).
c. The Payment will be made to the Contractor on the basis of work carried out, keeping in view the Unit of measurement in Man-days.
d. If after submission of Tender, the wages of the personnel increases as a direct result of coming into force of any applicable law or statutory rule or order beyond the wages prevailing at the time of the last stipulated date of receipt of Tenders including extensions, if any, for the services during the contract period, the Tenderer / Contractor shall be compensated for such increase as per the provision of the law and the amount of contract shall accordingly be raised subject to the condition that such compensation for wages shall be available only for the services done during the stipulated period of contract including the justified period extended. Further, the compensation arising out of the revision, if any, will be restricted to difference in minimum wages including EPF, ESIC.

XI. Penalty:

Recovery, as follows, shall be made in case the Contractor fails to deploy personnel as per work order in addition to non-payment of wage(s) for the period of absence :-

i. Medical Officer : Rs. 1,500/- per day
ii. Staff Nurse (Male or Female) : Rs. 1,000/- per person per day
iii. Pharmacist : Rs. 1,000/- per day
iv. Hospital Work Assistant / Helper (Male or Female) : Rs. 750/- per person per day

XII. Insurance

a) The Tenderer shall take and maintain all necessary insurance at his own cost. The Tenderer shall provide at own cost and risk the personal accident insurance for the Tenderer's staff to cover any risk arising out of and from the services performed under this contract. The Tenderer will keep BARC fully indemnified from and against all claims, costs and charges arising out of personal injury to their employees.
b) The Tenderer shall be fully responsible for all risks arising from negligence, errors, omission, willful or otherwise, by him or his personnel, which occur in connection with rendering services as laid out in the Contract. The Tenderer shall be liable to compensate BARC for losses arising out of such negligence, errors and omissions.

XIII. Confidentiality Clause

a) No party shall disclose any information to any third party concerning the matter 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.

b) This clause shall apply to the Sub-contractor, Consultants, Advisors or the employees engaged by the party with equal force.

c) ‘Restricted Information’ categorized under Section 18 of the Atomic Energy Act 1962 and ‘Official Secrets’ under Section 5 of the ‘Official Secrets Act 1923’. Any contravention of the above-mentioned provisions by any contractor, sub-contractor, consultants, adviser or the employees of Tenderer will invite penal consequences under the aforesaid legislation.

XIV. Prohibition against use of BARC’s Name without permission for publicity purpose

The Tenderer, Consultants, advisors or the employees engaged by the contractor, shall not use BARC’s name for any publicity purpose through any public media like press, radio, T.V. or internet without prior approval of BARC.

Sd--
(Smt. Jayashree. S)
Chief Administrative Officer, BARCF(V)
For & on behalf of President of India
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>:</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Service for which tender submitted</td>
<td>:</td>
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<tr>
<td>2</td>
<td>Name of the Contractor</td>
<td>:</td>
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<tr>
<td>3</td>
<td>Constitution of the Contractors (Proprietor, Firm, Company etc.)</td>
<td>:</td>
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<tr>
<td>4</td>
<td>Office address</td>
<td>:</td>
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<td></td>
<td>Tele. Ph./Mob. No.</td>
<td>:</td>
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<tr>
<td>5</td>
<td>Residence address (if applicable)</td>
<td>:</td>
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<tr>
<td>6</td>
<td>A) Scope of Work</td>
<td>Understood / Not understood</td>
</tr>
<tr>
<td></td>
<td>B) Accept to Execute in Total</td>
<td>Yes/No</td>
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<tr>
<td>7</td>
<td>Financial Turnover during the financial years 2017-18 and 2018-19</td>
<td>:</td>
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<tr>
<td>8</td>
<td>Total number of years’ experience in executing contracts in providing skilled and unskilled manpower services</td>
<td>:</td>
</tr>
<tr>
<td>9</td>
<td>Average annual turnover from the contracts for providing skilled and/or unskilled manpower services for the financial years 2017-18 and 2018-19</td>
<td>:</td>
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<tr>
<td>No.</td>
<td>Description</td>
<td>Details</td>
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<td>-----</td>
<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>10</td>
<td>Details of successfully completed similar contracts</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>EMD particulars</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>(a) Whether registered with ESI/PF authority and have Code No. (if yes indicate nos.)</td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td>PF No.</td>
<td></td>
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<tr>
<td></td>
<td>ESI No.</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>Whether agreeable to make necessary payment of wages as per BARCF(V) Terms</td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>Solvency Certificate attached for Rs.</td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Valid up to __________</td>
</tr>
<tr>
<td>14</td>
<td>GST No.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Income Tax Permanent Account No. (PAN No.)</td>
<td></td>
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<tr>
<td>16</td>
<td>Tax deduction No. (TAN No.)</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Whether IT returns enclosed (for the financial years 2017-18 and 2018-19)</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

**Dated:**

**Signature of the Contractor**

*With seal*
TENDER DOCUMENT NO. 
Annexure IV

Part – II (Financial / Price Bid) 
(To be submitted in a separate sealed cover indicating "Tender No. BARC-V/Admn(G)/Medical/2020/03 dated 19.08.2020 & Part-II (Financial / Price Bid)" on top of the envelope)

Tender No. : BARC-V/Admn(G)/Medical/2020/03 dated 19.08.2020.
Name of Work : Outsourcing of Medical Services at First-Aid-Centre, BARC Facilities, Visakhapatnam.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender, I / We carefully followed the instructions in the tender notice and have completely read the terms and conditions and I/We agree with the same. I / We hereby submit my / our Part-II (Financial / Price Bid) against above referred Tender.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Services</th>
<th>Category</th>
<th>Location</th>
<th>Number of Personnel required</th>
<th>Total Amount for two years (excluding Taxes) (Rs.)</th>
<th>Total Amount in words in Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Medical Officer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Staff Nurse (Male or Female)</td>
<td>Skilled Worker</td>
<td>First-Aid-Centre, Project Site, Atchutapuram / Dispensary, Anu Vihar, BARC(F), Visakha-patnam</td>
<td>02</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Pharmacy Services</td>
<td>Skilled Worker</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Hospital Work Assistant / Helper (Male or Female)</td>
<td>Unskilled Worker</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Hospital Service Charges both in percentage and amount (Rs. in figures and words) for two years</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Note : The Tenderer shall consider all components such as Minimum wages, Contribution for Provident Fund, ESIC, Bonus, Uniform, etc. before quoting the Tender amount.

Dated : 

Signature of the Contractor 
With seal
[To be submitted alongwith Part-I (Technical Bid) [Annexure-III]]

CHECKLIST

Tender Ref No.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>ELIGIBILITY</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EMD attached.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Experience certificates for similar contracts attached.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Legal Status (Proprietor, Firm, Company etc.) certificate attached.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Documents relating to Turn over for two years (2017-18 &amp; 2018-19) attached.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Copies of Completion Certificate for having successfully completed similar contracts during the financial years 2017-18 &amp; 2018-19 attached.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Proof of submission IT Return for the years 2017-18 and 2018-19 attached.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Certified copies Profit and Loss account for the years 2017-18 and 2018-19 attached.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Copies of Registration for EPF, ESI, GST attached.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Valid Solvency Certificate for <strong>Rs. 16,00,000/-</strong> attached.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Whether Part-I (alongwith EMD) &amp; Part-II of the Tender sealed in two different covers.</td>
<td></td>
</tr>
</tbody>
</table>

Dated: __________________________

Signature of the Contractor
With seal