

Tel. No. : 022-25598259/60
Fax No. : 022-25506944
E-mail : medoff@barc.gov.in
Website : www.barc.gov.in



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

भारत सरकार / GOVERNMENT OF INDIA
भाभा परमाणु अनुसंधान केन्द्र / BHABHA ATOMIC RESEARCH CENTRE
(आयुर्विज्ञान प्रभाग / MEDICAL DIVISION)

No.MD/HA/3(1)/2022/1/23768/2022

Date:03/06/2022

"NOTICE INVITING E - TENDER"

Head, Medical Division, BARC Hospital on behalf of the President of India invites E-Tender under Two Bid System TECHNICAL BID & FINANCIAL BID from experienced firms / bidders under Public Tender System for **"Empanelment of Cardiac Ambulance Service to BARC Hospital"**. The details are as mentioned below:

SECTION - I

PART A : NIT DETAILS

1.	Nature of work	Cardiac Ambulance Services on trip basis as and when required by BARC Hospital.
2.	Type of Vehicle and Year of Production	Factory fitted ambulance. Model - Tempo Traveler, Force / Tata / Eicher. Make - 2016 or later.
3.	Location of Work	BARC Hospital, Anushakti Nagar Mumbai-400 094
5.	Estimated Cost of Work	Rs. 54,22,340/- (Rs. Fifty Four Lakhs Twenty Two Thousand Three Hundred Forty Only)
	Tenure of Work	2 years (extendable by another 1 year on same rates, terms and conditions)
6.	Tender Processing Fee	Nil
7.	Earnest Money Deposit (2% of Estimated Cost)	Rs. 1,08,447/- (Rupees One Lakh Eight Thousand Four Hundred Forty Seven Only) to be submitted in the form of Banker's Cheque/Demand Draft in favour of 'Accounts Officer, BARC'.
8.	Performance Security	3 % of Tendered cost (Rs. 54,22,340/-) in the form of Demand Draft or Banker's cheque in favour of Accounts Officer, BARC
9.	Security Deposit	2.5% of tendered (work order) value.
10.	Dates of availability of Tender Documents for download	From 06/06/2022 (15:00 Hrs) to 18/06/2022 (17.00Hrs) on website http://eprocure.gov.in . Detailed NIT is also available on www.barc.gov.in for view only.
11.	Pre-Bid Clarifications	The bidders are requested to send their Pre-bid queries by e-mail not later than 21/06/2022 up to 16:00 Hrs. The Pre-bid clarifications, if any will be uploaded in http://eprocure.gov.in website by 25/06/2022 up to 17:00 Hrs.
12.	Last date / time of closing of online submission of bids	29/06/2022 / upto 15.00 hrs.
13.	Date and Time of Online Opening of Technical Bid	30/06/2022 @ 15.30 hrs. in the Office of AO-III, BARC Hospital, First Floor, Anushaktinagar, Mumbai - 94.
14.	Opening of Financial Bid	Will be intimated separately who will satisfy the Technical Bid.

Note :

- BARC Hospital reserves the right to accept or reject any bid, without assigning any reason thereof.
- The applications with any condition shall be rejected forthwith.
- Tenders found incomplete or received after due date shall be rejected without assigning any reason thereof.
- Prescribed Tender Documents along with detailed terms and conditions can be downloaded from www.barc.gov.in also.
- All the documents should first be self-attested by the authorized signatory of the bidder and then should be scanned and uploaded while submitting the e-tender as mentioned below

PART B :
1. SCOPE OF WORK :

- 1.1 To ferry patients from BARC Hospital to various panel hospitals or bring patients from panel hospital to BARC Hospital.
- 1.2 The service to be provided as and when required on 24x7 basis (365 days).
- 1.3 BARC Hospital does not guarantee minimum number of trips or minimum quantum of work to the successful Bidders consequent on award of work order.
- 1.4 The Cardiac ambulances shall have the following facilities on board :

1	Baby Care Unit	12	Oxygen with Regulator
2	Defibrillator- ECG	13	Oxygen Mask
3	Doctor	14	Pulse Oxymeter
4	HGT Machine	15	Resuscitation Kit
5	Emergency Medicines	16	Suction Machine/Pump
6	Foldable Trolley Stretcher	17	Spine Board
7	Infusion Syringe Pump-at least one	18	Trained Nurse/Attendant
8	Mini SPO ₂ Probe	19	Ventilator-user friendly alongwith NIV
9	Nebulizer	20	Ventury O ₂ Mask
10	External Pacing	21	Incubator
11	Pacemaker	22	Wheelchair foldable

2. ELIGIBILITY / QUALIFICATION OF THE BIDDER :

- 2.1 The invitation for Bids is open to firms/organizations/bidder/agencies of repute that possess a minimum fleet of **6** or more cardiac ambulances having all infrastructures as listed at **Clause 1.4**.
- 2.2 A minimum of **3 years' experience** as on **28/02/2022** of providing 'Cardiac Ambulance Services to any Central/State Government or Multispecialty Private Hospitals with minimum 7 bedded ICU bed strength.
- 2.3 The Bidders will produce all necessary documents such as firm registration / license, satisfactory work completion certificate, work orders for the preceding 3 years from the date of issue of this NIT.
- 2.4 On duty Doctor should be at least MBBS as well as Advance Cardiovascular Life Support (ACLS) certified. (Educational Certificate of at least 5-6 Doctors to be uploaded while submitting the bid).
- 2.5 The bidder should have call centre 24x7 to manage the service calls.
- 2.6 The firm's average annual financial **turnover** during the last 3 years, ending 31st March 2022 should be **100%** of the estimated cost of work. The firm has to submit Turnover Certificate duly certified by the Chartered Accountant for the last three financial years i.e. 2019-2020, 2020-2021 and 2021-2022.
- 2.7 Submit Latest Solvency Certificate of value not less than 40% of the estimated cost of the work from Scheduled Bank issued not earlier than one year from date of issue of the enquiry.
- 2.8 The Bidder shall produce all necessary documents in proof of **ownership** (single or partnership) of the ambulances (RC Books).
- 2.9 The firm has to submit Certificate from the Chartered Accountant duly certifying turnover and **Profit & Loss** for financial years 2019-20, 2020-21 and 2021-22.
- 2.10 The party should not have incurred any **loss** in more than two years during last five years ending 31st March 2022. **A Certificate from the Chartered Accountant clearly stating that 'firm has not made loss during 'financial year' shall be submitted by the bidder.**
- 2.11 The details of personnel proposed to be employed for the purpose of providing the services are required to be furnished by the Bidder indicating name, age, qualification and experience.
- 2.12 The bidders are required to provide information regarding **work orders** undertaken by them (completed) in the following format on separate sheet :

Sr. No.	Name and Address of the Establishment	Contract Period (Indicating day-month-year)		Value of Contract (Rs.)
		From	To	
1.				
2.				

2.13	The bidder shall submit list of works which are in hand / in progress in the following form :			
	Sr. No. Name and Address of the Establishment	Contract Period (Indicating day-month-year)		Estimated Cost of Contract (Rs.)
		From	To	
1.				
2.				

2.14	<p>The bidder should have successfully completed similar works during last 07 years ending last day of month previous to the one in which applications are invited (i.e. 31st March 2022) should be either of the following :</p> <p>a) Three similar works each of value not less than 40% of the estimated cost put to Tender Or</p> <p>b) Two similar works each of value not less than 60% of the estimated cost put to Tender Or</p> <p>c) One similar work of value not less than 80% of the estimated cost, put to tender.</p> <p>Note : Similar works means work of "Cardiac Ambulance Services" as indicated in scope of work of this tender document.</p>			
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PART C : INSTRUCTION FOR ONLINE SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/nCode/eMudhraetc.) , with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help desk.
- 3) Bidders are advised to study the Tender Document carefully. Submission of Tender as per **ELIGIBILITY CRITERIA UNDER PART- B** of NIT shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications. A copy of Technical Bid only (properly sealed) in envelope in the name of Administrative Officer – III, BARC Hospital having clearly superscribed tender for "Cardiac Ambulance Services on trip basis as and when required by BARC Hospital." Tender Notice No. and Last date of Submission of Tender should be sent to the Office of Assistant Personnel Officer, Hospital Administration, F-541, 4th Floor, BARC Hospital, Anushaktinagar, Mumbai 400094 on or before the date & time of submission of bid as mentioned in table at Page 1. The Tender is to be on printed letterhead which should consist of PAN number of the firm, GST registration number etc.

PART D : GENERAL RULES AND DIRECTIONS

1. Site visit :	Bidders are advised to visit and examine the nature and intricacies of the works and obtain all information from the Employer site and its surroundings and satisfy themselves before submitting their tenders 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. 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.
2. One Bid Per Bidder :	<ol style="list-style-type: none"> a. Each bidder shall submit only one tender either by himself or as a member of consortium. b. 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.
3. Validity of Tender:	<ol style="list-style-type: none"> a. The tender for the work shall remain open for acceptance for a period of 180 days from the last date of submission of tenders. A bid submitted for a bid validity of shorter period may be rejected by the BARC Hospital as non responsive. b. 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, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely. Further the tenderer shall not be allowed to participate in the tender/retender process of the work. c. In exceptional circumstances, prior to expiry of the original time limit, the Purchaser 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. The bid security provided shall also be extended suitably.
4. Earnest Money Deposit (E.M.D.):	<ol style="list-style-type: none"> a. 2% of Estimated Cost work i.e. Rs. 1,08,447/- (Rupees One Lakh Eight Thousand Four Hundred Forty Seven Only) shall be submitted in the form of Banker's Cheque/Demand Draft in favour of 'Accounts Officer, BARC'.

- b. The bidder should submit EMD as mentioned above in separate envelope duly super scribed as "Earnest Money Deposit" along with technical bid documents.
- c. Any bids received without the requisite EMD are liable to be summarily rejected.
- d. It is the responsibility of the bidder to submit the EMD (Original Hard Copy) duly sealed and send to the "Office of Assistant Personnel Officer, Hospital Assistant Personnel Officer , Hospital Administration Office, F-441, Annex. Building, 4th floor, Medical Division, BARC Hospital, Anushaktinagar, Mumbai – 400094 on or before prescribed time and date of submission.
- e. The bidder may indicate the name of the firm at back side of Demand Draft / Banker's Cheque submitted as EMD.
- f. The EMD shall valid for a period of 90 days and shall not earn any interest.
- g. In case contractor fails to commence the work the EMD submitted shall be forfeited.
- h. The earnest money of the unsuccessful bidders will be returned to them ater expiry of the final bid validity or before the 30th days after the award of the contract. However, the bid securities of unsuccessful bidders during first state i.e. during technical evaluation will be returned to them within 30 days of declaration of result of first stage (i.e. technical evaluation etc.)
- i. The EMD of the successful bidder shall be returned after furnishing the performance bank gurantee@3% of the tendered amount by the bidder whose tender has been accepted.

5. 1. Security Deposit

- a. The person(s) whose tender may be accepted (hereinafter called the bidder) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 2.5% of the tendered value of the work.
- b. Such deductions will be made and held by Government by way of Security Deposit unless he has / they have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or Fixed Deposit Receipts.
- c. In case a fixed deposit receipt of any bank is furnished by the bidder to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the bidder and the bidder shall forthwith on demand furnish additional security to the Government to make good the deficit.
- d. All compensation or the other sums of money payable by the bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the bidder by Government or any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the bidder shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by scheduled banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Officer inviting the tender / his representative in the office, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

NOTE 1 : Government papers tendered as security will be taken at 2.5% below its market price or at its face value, whichever is less. The market price of Government papers would be ascertained by the Officer-in-charge at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

NOTE 2 : Government Securities will include all forms of securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

6. Performance Security (3%)

- a. The tenderer, whose tender is accepted, will be required to furnish irrevocable Performance Security of 3% of the tendered amount upfront prior to award of the work order in addition to other deposits mentioned elsewhere in the contract for his proper performance as per contract.
- b. The Performance Security shall be submitted in the form of Demand Draft, Bankers Cheque, Pay Order drawn in favour of '**Account Officer, BARC**' or in the form of Bank Guarantee issued by a Scheduled Bank as Performance Security within 7 days from the date of issue of Letter of Intent.
- c. Submission period can be further extended by the Officer-in-charge on written request of the bidder stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Officer-in-charge.
- d. The Performance Guarantee shall be for a period of **30 months**.
- e. Performance Security will be discharged after completion of Bidder's performance obligations under the contract or after one month of completion of the contract, whichever is later.
- f. The Performance Security Deposit is liable to be forfeited during the

	<p>period of contract, in case of breach of any terms and conditions of the contract by the bidder or failure to provide any services under the contract or loss resulting from the bidder's action or failure and breach of obligation under the contract.</p> <p>g. In case a fixed deposit receipt of any Bank is furnished by the bidder to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the bidder and the bidder shall forthwith on demand furnish additional security to the Government to make good the deficit.</p> <p>h. In case the time for completion of work gets enlarged, the bidder shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the bidder, without any interest.</p>
7.	<p>Period of Contract:</p> <p>a. This contract shall be valid for a period of 24 months.</p> <p>b. The Contract may be further extended by One year or 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.</p>
8.	<p>Bid Prices:</p> <p>a. Bid Price shall be quoted inclusive of applicable taxes, duties, levies, statutory deductions, GST etc.</p> <p>b. The contracts shall be for the all works as mentioned under Scope of Work given in Bid Form.</p> <p>c. The bidder shall fill in rates as mentioned in Bid Form.</p> <p>d. The rates and prices quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.</p>
9.	<p>Terms of Payment</p> <p>a. The Contractor will raise an invoice at the end of each month, in duplicate which will be payable by Accounts Officer, BARC.</p> <p>b. Bills shall be prepared item wise indicating in detail ambulance trip to various panel hospitals by the Contractor on monthly basis. The softcopy of the bill statement may also be sent to : medoff@barc.gov.on.</p> <p>c. The firm shall invariably indicate the work order no., name of work, PAN No. and GST No. in the invoice and submit the same duly signed & stamped.</p> <p>d. The payment will be made within 45 working days from the date of submission of the Invoice through ECS after submitting ECS details and pre-stamped receipt with every invoice in prescribed format.</p> <p>e. The Contractor shall prepare item wise report on daily basis in separate sheet and submit along with monthly bill.</p> <p>f. In case the ambulance has been ordered and deployed to a non-panel hospital then the rate for the said trip/s will be decided and paid as per the rates adopted for a panel hospital in the same vicinity or the distance travelled thereon.</p> <p>g. Charges for return trip will be 50% extra on single trip. A trip which starts and ends within 3 hours will be treated as return trip.</p> <p>h. Waiting charges or trip cancellation charges will not be paid extra.</p> <p>i. In case of any disputes, Head, Medical Division reserves the sole right to decide the rate of payment to the party.</p> <p>j. Income Tax as applicable will be deducted from the bill.</p> <p>k. No advance payment shall be paid to the Contractor under any circumstances during the tenure of this Contract.</p>
10.	<p>Signing of Tender and receipts for payments:</p> <p>a. 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 authorising 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.</p> <p>b. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where bidders 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.</p>

11.	<p>Condition for tender submission:</p> <ol style="list-style-type: none"> The tenderer shall give a list of both Gazetted and non-gazetted employees in DAE, who are related to him. The bidder 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. 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 bidder would render him liable to be barred from tendering in this Department. 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 bidder for a period of one year after his retirement from Government Service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the bidder 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 bidder's service.
12.	<p>Tender documents & signing of contract:</p> <ol style="list-style-type: none"> The Notice Inviting Tender shall form a part of the contract document. The tenderer/bidder, is required to sign The Notice Inviting Tender, all the documents including all conditions, specifications and drawings, if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
13.	<p>Acceptance / Rejection of Tender:</p> <ol style="list-style-type: none"> 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. The Competent Authority, on behalf of the President of India, reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. The acceptance of the tender rests with Head, Medical Division with a right to reject any or all tender without assigning any reason. Head, Medical Division reserves the right to reject any part or whole of the Tender or all tenders without assigning any reason whatsoever. Head, Medical Division is not bound to accept the lowest tender.
14.	<p>CONFIDENTIALITY</p> <ol style="list-style-type: none"> 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. 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. 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-bidders, adviser or the employees engaged by a party with equal force. "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 bidder, sub-bidder, consultant, adviser or the employees of a bidder will invite penal consequences under the aforesaid legislation. Prohibition against use of BARC's name without permission for publicity purposes: The bidder of sub-bidder, consultant, adviser or the employees engaged by the bidder 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.

	<p>f. The bidder 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.</p>
15.	<p>ARBITRATION</p> <p>a. Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator who would be The Director, BARC and the award/decision given by him shall be final and binding on both the parties.</p> <p>b. The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996. Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Employer or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.</p> <p>c. The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer or his nominee and the Bidder shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Bidder shall be continued to be made as provided by the contract. Arbitration proceedings shall be held at BARC, Mumbai.</p> <p>d. All arbitration awards shall be in writing and shall state the reasons for the award. Performance under the contract shall continue during the arbitration proceedings and payments due to the bidder by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.</p>
16.	<p>Bid Opening (Two Parts)</p> <p>a. On the due date and time, the Employer shall first open all the Technical Bid online.</p> <p>b. In the event of the specified date for bid opening being declared holiday, the online bids will be opened at the appointed time on the next working day.</p> <p>c. If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed.</p> <p>d. If any bid contains any deviation from the Bid Document, then the Bid will be rejected and the bidder will be informed accordingly.</p> <p>e. Upon evaluation of technical bid as per the criterion described under Part B Clause 1 & 2 i.e. Eligibility Criteria in this tender document; the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.</p> <p>f. All financial bids which are to be opened after technical evaluation shall be opened at later date about which all concerned bidders shall be notified in advance.</p> <p>g. All valid Financial Bids shall be opened online on the notified date and time after evaluation of Technical Bids by the Departmental Technical Evaluation Committee.</p> <p>h. The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.</p>
17.	<p>Award Criteria:</p> <p>a. Technical Bid Evaluation: A duly constituted Tender Evaluation Committee (TEC) will shortlist Technical Bids as per PART B-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.</p> <p>b. Financial Bid Evaluation: TEC will open the Financial bid and 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.</p> <p>c. Other Bidders whose bids are ranked below the lowest bid may be empanelled at the discretion of employer. Purpose of such</p>

	<p>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.</p>
18.	<p>Escalation of cost:</p> <ol style="list-style-type: none"> This contract <u>does not allow any escalation whatsoever</u> except on account of increase in Statutory Taxes. Such increase will be compensated on production of documentary evidence. The bidders are requested to account all other escalations while quoting the rates and no claims will be entertained subsequently.
19.	<p>Termination of Contract:</p> <ol style="list-style-type: none"> The Contract may be terminated by Purchaser or the Bidder by giving Notice of 90 days in writing. The Purchaser or the Bidder may terminate the Contract if the other party causes fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following : <ol style="list-style-type: none"> The Bidder stops work for 01 day. The Bidder becomes bankrupt or goes into liquidation other than for a reconstruction, restructure or amalgamation. The Purchaser or his nominee gives Notice that failure to correct a particular defect/unsatisfied services is a fundamental breach of Contract and the Bidder fails to correct it within a period of time determined by the Purchaser. The Bidder does not maintain a security which is required. The Bidder has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be imposed/ or delay/stop the execution of services which affects the services or reputation of the Centre. If the bidder, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in the executing the contract. <p>When the Bidder gives notice of a breach of contract to the Purchaser or his nominee for a cause other than those listed under Sub Clause (i) to (vi) above, the Purchaser or his nominee shall decide whether the breach is fundamental or not. 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. In the event of termination by the purchaser, the Security Deposit (performance security and retention Money) of the bidder shall be forfeited and balance period of services contract shall be undertaking at the risk and cost of the agency, till the new contract will be executed. In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Bidder, the owner will be at liberty to revoke the contract without giving any notice of payment in lieu of notice. In case of receipt of any adverse character & antecedent remarks/notification against the Bidder/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. Under the circumstance the Bidder 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 Bidder to abide/adhere to the Security Instruction issued by DAE/BARC from time to time.</p>
20.	<p>PENALTY :</p> <p>Some of the instances in which penalty of Rs.1000/- would be imposed for each such occasion are enumerated below. These are not exhaustive and penalty may be imposed on any violation/breach/contravention of any of the Terms and Conditions as well as assigned duties and responsibilities:</p> <ol style="list-style-type: none"> In case the ambulance does not reach BARC Hospital within the minimum stipulated time i.e. 30 minutes. If the behavior of personnel(s) of the Contractor found discourteous to anyone in the hospital viz. staff or patients or his/her relatives. If it is reported by hospital staff that the personnel on ambulance are found indulging in smoking / drinking / sleeping during duty hours. In case of non-availability, the facilities to be available on board as mentioned in the chart of Clause 1. For any breach of 'Terms and Conditions' of Contract.

	<p>f. The Contractor shall be informed suitably about the lapses and will be allowed time limit of 7 working days to furnish explanation. Based on his reply, Competent Authority will decide w.r.t. levy of penalty. The penalty imposed will be recovered from the subsequent monthly bills.</p> <p>g. In case of non-execution of work / under performance / withdrawal of service without giving a notice period of 3 months in advance, loss caused to the Department will be recovered from the Security Deposit and/or Performance Guarantee and/or Monthly Bills of the Contractor and the defaulter Contractor will be black listed for a period which competent authority may deem fit and his SD / PBG shall also be forfeited.</p> <p>h. Competent Authority's decision in this regard will be final and binding on the Contractor.</p>
21.	<p>Corrupt or Fraudulent Practice</p> <p>a. 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.</p> <p>b. Without prejudice to the rights of BARC under Clause a. 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 (two) years from the date such 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 as the case may be.</p> <p>c. For the purposes of this Clause-a, the following terms shall have the meaning hereinafter respectively assigned to them:</p> <ol style="list-style-type: none"> 1 "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; 2 "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; 3 "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; 4 "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 "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. 5 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applications with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
22.	<p>Security Vetting</p> <p>In case of receipt of any adverse character & antecedent remarks/notification against the Bidder/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. Under the circumstance the Bidder 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</p>

	Security Deposit in possession of the Government for failure on the part of the Bidder to abide/adhere to the Security Instruction issued by DAE/BARC from time to time.
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PART E: Document Checklist

1)	Document Checklist for Eligible BID
Sealed Cover-I super-scribed "ELIGIBILITY" must contain the following documents:	
i.	Earnest Money Deposit
ii.	Duly filled Annexure -D on company letterhead.
2)	Document Checklist for TECHNICAL BID
Sealed Cover - II super-scribed "TECHNICAL BID" must contain the following documents as per eligibility Criteria PART -B:	
i.	Duly filled Annexure - A on any company letterhead.
ii.	Duly filled Annexure - C on company letterhead.
iii.	Self - attested copy of Company Registration certificate.
iv.	Self-attested copy of GST number, PAN number, PF registration number, ESI number/ certificated.
v.	Latest Bank Solvency Certificate.
vi.	CA Certificate of Financial Turnover for the last three consecutive financial years 2019-20,2020-2021,2021-2022.
vii.	The Profit / Loss statement of the company for the last three years, ending 31 st March 2022.
viii.	Power of Attorney / Authorization for signing the bid documents.
ix.	Details of Relatives in BARC (if any): Name, Unit, position Held, Relationship (for more information please refer Enlistment Rules, CPWD Works manual).
3)	Documents Checklist for FINANCIAL BID
Sealed Cover- III super-scribed "FINANCIAL BID" must contain the following document(s):	
i.	Duly filled-in, signed and stamped copy of Annexure -B (Section- III) , on company letterhead.


(A. Bhattacharya)

Administrative Officer - III
For and behalf of the President of India

SECTION – II

1.	Declaration by tenderer: The tenderers shall sign a declaration under the Official Secret Act – 1923 for maintaining secrecy of the tender documents, drawing or other records connected with the work given to them. The unsuccessful renderers shall return all the drawings given to them.
2.	Guidelines for quoting the rates: All the rates shall be quoted on the prescribed tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words, and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figure of rupees and word. In case of figures, the words "Rs." Should be written before the figures of rupees and word "p" after the decimal figures e.g. "Rs 2.15p", and in case of words, the word, "Rupees" should precede and the "Paise" should be written at the end. Unless the rate is in whole rupees followed by the 'only' it should in variably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in next line.
3.	Quoted rates to include all taxes: GST or any other tax applicable in respect of inputs procured by the agency for this contract shall be payable by the agency and this Department will not entertain any claim whatsoever in respect of the same. However, component of GST at the time of supply of services provided by the agency shall be varied if different from that applicable on the last date of receipt of tender including extension, if any.
4.	<p>Filling-up of Financial Bid: Unless otherwise called for, any tender containing percentage abnormally below / above the estimated cost put to tender is liable to be rejected. All rates shall be quoted on the tender form by the tenderers in figure and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. The amount for each item should be worked out requisite totals given. However,</p> <ul style="list-style-type: none"> i) The rates(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one. ii) If a discrepancy is found, the base rated which correspond with the amount worked out by the agency shall, unless otherwise proved, be taken as correct. iii) If the amount of an item is not worked out by the tenderer, or is does not correspond with the rate written either in figure or in words, then the rates quoted by the tenderer in words shall be taken as correct. iv) Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the tenderer will, unless otherwise proved, be taken as correct and not the amount. v) In event no rate has been quoted for any item(s), leaving space both in figure(s),word(s) and amount blank, it will be presumed that the agency has included the cost of this / these item(s)and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. <p>Action in case of unrealistic rated: 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 and rejected.</p>

5.	<p>Furnishing of PG & SD on acceptance of Tender:</p> <p>i) The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 5% of the tendered amount. In addition to other deposit for h proper performance of the contract agreement. The guarantee shall be in the form Demand Draft / Pay Order / Banker's cheque issued by a Scheduled Bank (In case guarantee amount is less than Rs. 1,00,000/-) or Government Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. The performance guarantee is to be submitted in favour of Accounts Officer, BARC and should be submitted within 15 days of the issue of Work Order, failing which EMD deposited will be forfeited absolutely.</p> <p>ii) The tenderer, whose tender is accepted, will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work. The security deposit will be collected by deduction from the running bills of the agency at the rates mentioned above. The security amount will be also accepted in cash or in the shape of Government Securities.</p>
6.	The agency shall be responsible for the workers hired by it for carrying out the said works. BARC shall not be liable in these respects and the agency shall keep the BARC indemnified against the same and from all proceedings in respect thereof.
7.	<p>The agency should strictly adhere to all the statutory obligations and compliance with labour laws, including age criteria and below 60 years of age with good health and sound mind. They are to be well disciplined, medically and physically fit and skilled enough to carry out the specified job. The agency shall be responsible for fulfilling all the requirements of all the statutory provisions like minimum wages, ESI EPF etc. at its own cost for all the staff deployed under this contract. In case the Agency fails to abide by the provisions of various labour laws, BARC reserves the right to terminate the contract or recover the amount from its bill.</p> <p>The Agency has to disburse the salary to workforce by 10th of every month for immediate previous months work. Salaries should be disbursed in their respective bank accounts. In case bank accounts are not available with the workforce, the agency will disburse his/her payment in cash against the cash receipt with signature on revenue stamp and date.</p>
8.	The Agency shall employ only qualified workers for this work as per Govt. rules applicable from time to time. The deployment or / and removal of any workman must be with prior intimation and consent of BARC. Before engagement, the Agency shall at its cost get all the workers medically examined as directed by BARC. These fitness certificate shall be handed over to the Hospital Administrator, BARC Hospital for records. The Agency shall also arrange for police verification of all the employees to be deployed at BARC.
9.	The deployed workforces are expected to work 8.5Hr/ day. As workforce shall assisting BARC officers in running the routine office activities. Ideally it is expected of them to report ½ hr before the schedule office timing and leave ½ hr after the scheduled office timing for effective opening and closing of given assignments.
10.	Agency has to furnish PVC/PVR (Police Verification Certificate / Police Verification Report) for all its workers.
11.	Agency has to maintain Photo Identity card (Same colour and pattern for everybody) in format as approval by BARC with details regarding full name, age, identification marks, signature of the bearer and also of the issuing authority with a seal. A duplicate of this Identity Card has to be made available with BARC Security - In-Charge.
12.	Weekly off and leave / relieve arrangements shall be the responsibility of agency and no extra cost shall be payable towards this.
13.	The engagement of workforce by the agency will be solely at their discretion as per the prevailing / specified norms and qualification in the sector, and in no way make them entitled for any job or employment or permanency or any incumbency status in BARC.
14.	The agency shall ensure that their workforces are performing their duties properly, efficiently and in a disciplined manner. Any violation of code of conduct as notified by Hospital Administrator, BARC shall amounts to penalties/ termination of contract.
15.	Adequate and necessary numbers of qualified workforce deployed by the Agency for fulfillment of their contractual obligations under this agreement. Attendance register of all staff deployed under this contract has to be submitted along with bill.
16.	Any theft or damage caused to BARC property due to negligence of the Agency shall be borne by the Agency. An amount equal to twice the value of theft or damaged item will be deducted from the monthly bill/ security deposit of the Agency. Repeated / gross violation shall amount to termination of contract.
17.	The works will be carried as per the daily/ weekly schedule or as directions of BARC Hospital and shall be the responsibility of the Agency to fulfill it.
18.	No items will be taken in / out of the BARC without written permission of the Hospital Administrator, BARC Hospital.

19.	The safety & security of workforce shall be responsibility of the Agency. The Agency should have a qualified person carrying out contractual obligations.
20.	Any delay in service / failing to comply with tender conditions which is attributed to the agency is liable for penalty. Compensation for delay of work: up to 1.5% per month or delay to be computed on per day basis. Provided always that the total amount of compensation to be paid under this condition shall not exceed 5% of the tendered value of work or of the tendered value of the item or group of items of work for which a separate period of completion is originally given. The amount or compensation may be adjusted or set-off against any sum payable to the Agency under this contract.
21.	If required, the interested agencies can play a visit to Office site for mapping the exact requirements but with a prior intimation and approval of this office only.
22.	The Security Deposit and Performance Guarantee shall be refunded to the agency after the completion of contract period.
23.	The Agency shall not sub-contract any work.
25.	The quoted rate should be inclusive of all transportation, loading / unloading, delivery or any other consequently charges. No extra costs shall be payable beyond the quoted price.
26.	The Agency shall work in close cooperation with other agencies working at site, so as to make the execution of works smooth.
27.	The Agency should provide 2 sets of dress and each set comprises (Shirt, Trouser, Socks, Caps and Shoes) and it is compulsory for workforce to wear it. The colour and style of the uniform will be decided by BARC. The workers should always use hand gloves and caps while upon working.
28.	Prohibition against use of BARC's name without permission for publicity purposes: The agency, sub-agency, consultant advisor or the employees engaged by the agency shall not use BARC's name for any publicity purpose through any public media like Press, Radio, Television or internet without the prior written approval of BARC.
29.	The contract may be extended for a maximum of 1 year at the discretion of the BARC authorities and willingness of the Agency on mutually agreed terms and conditions.
30.	No housing accommodation will be provided by BARC to the workforce employed by the agency. No medical facilities will be provided by BARC to the workforce employed by the agency. The shortlisted Firm/ Agency shall be responsible for meeting the medical treatments of its engaged workers. The firm/agency shall also maintain an 'Emergency Medical Kit', One at each site, for its workers.
31.	No other support including conveyance to the place of duty will be provided by BARC to the workforce employed by the agency.
32.	This contract does not allow any escalation whatsoever except on account of a) Revision of Wages by Government b) Increase in Statutory Taxes "The price quoted by the bidder shall remain fixed during the tenure of the contract and no escalation shall be allowed whatsoever except on account of increase in the statutory compliance. Such increase will be compensated on production of documentary evidence"
33.	In case of unsatisfactory performance/ works, agency will be issued one month notice for improvement. If satisfactory improvement is not noticed even after this notice period, a termination notice will be issued to the agency. During the notice period, the agency shall continue to discharge its duties/ obligations as per the terms and conditions, of this contract. Not with standing any clauses, contract can be terminated with immediate effects on disciplinary grounds.
34.	Either party can terminate the contract by giving three months notice. During any notice periods, the agency should continue to discharge its duties/ obligations as per the terms and conditions of this contract. Any deficiency in work/ services will attract penalty/fine.
35.	In case of situation, beyond the contract of either party, the contract may be terminated with mutual consent by giving two month notice without any degradation in works. Any degradation in work will be subjected to penalty.
36.	The agency shall handover vacant premises to BARC and should return all the equipment / fixtures / items/ facilities etc. issued / handed over to the agency during the contract, once the contract period is over / terminated or on demand by BARC.
37.	Details of Workforce deployed: the agency shall submit a list of workers, with complete details including local / permanent addresses, contact details, and their photographs etc. for approval, which may be allowed to work at BARC. BARC reserves right to reject any or all the names without assigning any reason thereof.

38.	Jurisdiction and Arbitration: i) "Ignorantia juris non exusat" or ignorance of law is no excuse; hence the proprietors should have thorough knowledge of contract and labour laws as other statutory Components are revised from time to time. ii) The proprietor will have to present himself in person for all dealing with BARC. No dealing through representative on power of Attorney is permitted.
39.	The inventory of articles will be handed over to the agency in good and working condition at the time of commencement of works. The agency will be the custodian of all Institutes' properties and guest House inventory during the period of contract and shall make good any loss to the inventory by way of misuse, breakage, theft, etc. at this own cost.
40.	Tender will be kept valid for 180 (One Hundred Eighty) from the last date of closing of online submission of tenders.
41.	If for unforeseen also reasons (i) Pre-Bid meeting date, (ii) Due date for submission of quotations and (iii) Date and time for opening of Eligibility and Technical Bid falls on a Government Holiday, the corresponding date should be considered as the next working day.
42.	The quoted rates should remain firm throughout the contract period.
43.	BARC reserves the right to accept / reject any or all quotations without assigning any reason.

SECTION - III

GENERAL TERMS AND CONDITIONS

1. The list of staff (Doctor, Driver, Attendant, etc.) going to be deployed on the ambulance shall be made available to the Department before commencement of work.
2. The staff deployed by the Bidder shall be available on board at all time.
3. **Doctor :**
 - ✓ The Doctor deployed on ambulance should be qualified and experienced.
 - ✓ He should take all the necessary care of the patient enroute.
 - ✓ He should have his own mobile phone and sufficient imprest money to meet with contingencies enroute. Department will not bear any expenditure for mobile communication or contingent expenditure.
4. **Driver :**
 - ✓ The Driver should have a valid heavy vehicle driving license.
 - ✓ The Driver deployed on the ambulance should be smart, educated, well behaved, polite and in proper attire/uniform during working hours.
 - ✓ The Driver shall ensure that the vehicle is always having sufficient fuel.
 - ✓ He should have fair knowledge about roads in Mumbai, Navi Mumbai and Thane.
5. **Attendant :**
 - ✓ The attendant should be of a pleasant personality and well dressed.
 - ✓ He should be well educated and should have sufficient knowledge and experience of handling/shifting the patients on stretcher and wheel chair.
 - ✓ At any circumstances he should not misbehave with departmental employees /patients, etc. He should not leave the patients unattended at any point of time.
6. Department shall have the right to reject the vehicle or driver if found unsatisfactory.
7. The Bidder shall also be solely responsible for any injury to or death of any third person caused due to Bidder or its staff's negligence.
8. The Bidder and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by the Department.
9. The Bidder shall ensure that the personnel deployed by him are extremely courteous with very pleasant mannerism in dealing with the staff/patients and should project an image of utmost discipline.
10. The Department have right to restrict any person in case of patient/staff complaints.
11. The Bidder or his staff on board shall not accept any gratitude or reward in any shape from any employee/patient or his/her relatives.
12. The Bidder shall produce Police Verification Certificate (PVC) from local police authority for having established the character and antecedents of the personnel proposed to be deployed on ambulance.
13. The integrity of the workers engaged by the Bidder should be beyond doubt.
14. If any of the staff on board found unfit for the work, decision of the Hospital Administration will be final and the Bidder will replace the person immediately.
15. The Bidder shall abide by and comply with all the relevant labour laws and statutory requirements and responsible to provide all the benefits to his staff there under.
16. The Bidder shall not employ any person below the age of 18 years on board.
17. Only physically and medically fit personnel shall be deployed by the Bidder.
18. Default in payment of salary/wages or other dues to staff deployed on ambulance shall constitute a breach of the Contract and shall entitle the Department to terminate the Contract and forfeit security deposit.
19. If as a result of post payment audit or otherwise any overpayment is detected in respect of any work done by the Bidder or alleged to have been done by the Bidder under the Contract, it shall be recovered by the Department from the Bidder.
20. The Bidder shall not Sub-Contract full or part of the work order without written consent of Head, Medical Division.
21. All liabilities arising out of accident or death of any pedestrian/patient while on duty shall be borne by the Bidder.
22. In the event of any loss incurred by the Department, as a result of any lapse on the part of the Bidder which will be established after an enquiry conducted by the Department, the said loss can be claimed from the Bidder upto the value of the loss. The decision of the Head of the Department will be final and binding on the Bidder.
23. If the Bidder is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the Contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/ group/partnership shall not be altered without the approval of the Department.
24. The Bidder shall be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and other applicable laws.

25. The Bidder 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.
26. The Bidder shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.
27. The Bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Bidder in respect thereof, which may arise.
28. The Bidder 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 Bidder.
29. Any liability arising out of any litigation (including those in consumer courts) due to any act of Bidder's personnel shall be directly borne by the Bidder including all expenses/fines. The concerned Bidder's personnel shall attend the court as and when required.


(A. Bhattacharya)

Administrative Officer-III

For and on behalf of the President of India

Copy to : 1) AAO (GSS/Medical), Accounts Division, Central Complex, BARC
2) Head, Medical Unit, BARC Hospital
3) Matron, BARC Hospital
4) Sister-in-charge, ICCU, BARC Hospital
5) Security Officer, BARC Hospital

Annexure A

TECHNICAL BID FORM
(To be submitted on Letterhead)

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

Notice Inviting Tender No.: MD/HA/3(1)/2022/ dated : / /2022

I / We, the undersigned, hereby offer to 'Cardiac Ambulance Services to BARC Hospital' through in conformity with the clauses, terms and conditions of contract and scope of work. Following is the information submitted towards eligibility criteria as per Clause 1.

Sr. No.	Information to be submitted	Particulars
1.	Name of the Bidder / Proprietor	
2.	Name and Address of the Organization	
3.	Type of Organization (Legal status)	
4.	Is it a partnership firm? If yes, furnish details of name, address and contact nos. of all the partners. (enclose copy of partnership deed)	
5.	Details of Authorized person of the firm/ company/agency to deal with	Name : Designation : Mobile No.:
6.	Contact details of the firm	E-mail ID : Website : Landline No.:
7.	Year of Establishment of the firm	
8.	Registration No. of the firm	
9.	Business License of the firm issued by Municipal Corporation/State/Central Govt. Authorities	
10.	Permanent Account No. of the firm issued by the Dept. of Income Tax.	
11.	Category wise details of total no. of personnel to be deployed on ambulances.	Drivers : Doctors : Attendants :
12.	Total No. of Cardiac Ambulances	
13.	Copies RC Books of the ambulances enclosed	Yes / No.
14.	Details of Cardiac Ambulance Vehicles	To be enclosed as per proforma provided at Annexure C (1)
15.	Whether facilities listed at Clause 2.4 are available in the Ambulance ?	Yes / No.
16.	Service Tax Registration Number	
17.	Provident Fund Account No. of the firm, if any	
18.	ESI Registration No. of the firm, if any	
19.	Details of Bid Security / EMD	Amount : Rs. DD/FDR/BC No. Date & Place of Issue : Name of the Bank & Branch :
20.	Details of ISO Certification, if any.	
21.	Whether copies of previous 3 financial years Income Tax Returns enclosed ?	
22.	No Loss Certificate for last 3 financial years issued by Chartered Accountant.	
23.	Average Annual Financial Turnover during last 3 financial years. Attach copy of certificate issued by Chartered Accountant.	
24.	Furnish details of experience of similar works supported by work orders and certificates of experience.	To be enclosed as per proforma provided at Annexure C (2) & C (3)
25.	Latest Bank solvency certificate of value not less than 30% of the estimated cost from Scheduled Bank issued not earlier than one year from date of issue of this enquiry.	
26.	Is your Firm carrying out any other trade/ business in addition to providing Cardiac ambulance service ?	If yes, furnish details.
27.	Whether you have submitted UNDERTAKING in	Yes / No.

	the format enclosed as Annexure F	
28.	Is any of your relatives is working in Department of Atomic Energy ? If yes, furnish details.	Name : Designation : Unit :
29.	Any other relevant information in support of eligibility criteria.	

Note : Documentary proof in respect of all the above items should be submitted.

Declaration by the Bidder

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.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent and replacement.

I/We have submitted EMD of Rs.-/- (..... Only) in the form of Demand Draft / Bankers Cheque / Fixed Deposit Receipt (drawn in favour of Accounts Officer) along with the Bid.

Dated this Day of2022

Place :

Sign & Seal of the Bidder

Annexure B

FINANCIAL BID FORM

(To be submitted on Letterhead)

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

Notice Inviting Tender No.: MD/HA/3(1)/2022/ Dated : 00 /00 /2022

Sr. No.	Trip Destinations - from BARC Hospital, Anushaktinagar to :	Distance (approx.)	Basic Rate (Rs.) For Single Trip
1	SRL Diagnostic Centre	Chembur	7 Km
2	Joy Hospital	Chembur	7 Km
3	Surana Sethia Hospital	Chembur	7 Km
4	Sarvodaya Hospital	Ghatkopar	9 Km
5	SR Mehta & Kikabhai Hospital	Sion	10 Km
6	MGM Hospital	Vashi	11 Km
7	Fortis Hospital	Vashi	11 Km
8	Dr. Nagral's Clinic	Prabhadevi	12 Km
9	Tata Memorial Hospital	Parel	12 Km
10	Global Hospital	Parel	12 Km
11	Dr. Patnaik Hospital	Bandra	14 Km
12	Kokilaben Ambani Hospital	Andheri	14 Km
13	Nanavati Hospital	Vile Parle	16 Km
14	Seven Hills Hospital	Marol	16 Km
15	Hiranandani Hospital	Powai	17 Km
16	Fortis Hospital	Mulund	20 Km
17	Jaslok Hospital	Mahalaxmi	22 Km
18	Jupiter Hospital	Thane	22 Km
Total (in Figures)			
Total (in Words)			

Note :

- The rates offered shall include all the expenses of POL, Salary payable to Doctors, Drivers, Cleaners, Attendants, Road Tax, Toll Tax, Passenger Permit, Insurance Charges, PUC, Parking Charges, PUC, Parking Charges and Maintenance Charges of the Vehicle ,GST and any other statutory charges as applicable.
- Charges for return trip will be 50% extra on single trip.
- Incomplete, ambiguous and/or arbitrary bid is liable to be rejected.**

Signature & Stamp of the Bidder

Details of Ambulances and Work Orders
(To be submitted on Letterhead)

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

i. Details of Cardiac ambulance vehicles **[Ownership]** :

Sr. No.	Registration No.	Date of Registration	Maker's Name	Maker's Class	Month & Year of Manufacturing
1.					
2.					
3.					
4.					
5.					

Note : Enclose copies of RC Book.

i. Work Orders **[Completed]** :

Sr. No.	Name and Address of the Establishment	Contract Period		Value of Contract (Rs.)	Service Type Cardiac or Cardiac
		From	To		
1.					
2.					
3.					
4.					
5.					

Note : Enclose copies of work orders and satisfactory work completion certificate.

i. Work Orders **[In hand]** :

Sr. No.	Name and Address of the Establishment	Contract Period		Estimate of Contract (Rs.)	Service Type Cardiac or Cardiac
		From	To		
1.					
2.					
3.					
4.					
5.					

Note : Enclose copies of work orders and satisfactory performance certificate till date.

Sign & Seal of the Bidder

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach at least 3 days before the date of bid opening)

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

Sub.: Authorization for attending bid opening meeting on (date)

Following persons are hereby authorized to attend the **technical/financial bid opening** for the tender mentioned above on behalf of Shri/Smt. (Bidder) in order of preference given below :

Sr.No.	Name of the Representative	Specimen Signature
1.		
2.		

Signature of the Bidder

Note :

1. Maximum **2** nos. of representatives will be permitted to attend bid opening.
2. In cases where it is restricted to **one**, first preference will be allowed.
3. Alternate representative will be permitted when regular representative is not able to attend.
4. Enclose identity proof of the representatives.

UNDERTAKING

(To be submitted on letterhead)

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.

We undertake to enter into agreement within **10 days** of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.

We agree to keep the tender open for one hundred eighty **(180)days** from the last date of its submission and not to make any modifications in its terms and conditions.

A sum of **Rs...../-** has been deposited in Fixed Deposit Receipt of Scheduled Bank / Demand Draft of a Scheduled Bank / Banker's Cheque by a Scheduled Bank as earnest money. 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.

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.

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.

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 authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

(Signature of Bidder)

Postal Address with Contact No.

Dated : ___/___/2022

Place : Mumbai

Witness :

Name and Address :

Occupation :