

# RAJENDRA INSTITE OF MEDICAL SCIENCES, RANCHI

## Final Tender paper for selection of agency for providing Nursing Services, Paramedical etc in Rajendra Institute of Medical Sciences, Ranchi on outsourcing basis

Tender Notice No. RIMS/Miscellaneous Store/Outsourcing Service (5) 13352 dated 09.12.2016

Issued To,

M/s \_\_\_\_\_

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\_\_\_\_\_

Against money receipt number ...../RIMS, Ranchi, Dated .....

Cashier  
RIMS, Ranchi

**Invitation of tender for selection of agency for providing Nursing Services, Paramedical etc in Rajendra Institute of Medical Sciences, Ranchi on outsourcing basis.**

To,

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Director, Rajendra Institute of Medical Sciences, Ranchi invites you to tender for selection of agency for providing Nursing Services, Paramedical etc in Rajendra Institute of Medical Sciences, Ranchi.

If you are in a position to quote for the same in accordance with requirements stated in tender notice & tender form, you must also furnish all the information, called for, along with your tender.

This tender is non transferable.

All legal matter in respect to this tender will be subjected to jurisdiction of Hon'ble Jharkhand High Court, Ranchi.

The last date of submission of tender : 07.02.2017 till 4:30 P.M.  
(by registered posts/ speed post only)

Date for opening technical bid : 08.02.2017 at 12:30 P.M. in the Conference Hall,  
RIMS, Ranchi

Sd/-  
Director,  
Rajendra Institute of Medical Sciences,  
Ranchi



Tender Notice No. RIMS/Miscellaneous Store/Outsourcing Service (5) 13352 dated 09.12.2016

**NOTICE INVITING TENDER (NIT)**

**Final Tender Paper for Outsourcing of Man Power services at RIMS, Ranchi**

1. Director, Rajendra Institute of Medical Sciences, Ranchi invites sealed Bids for in two bid systems for **“Selection of Agency for Providing Nursing Services, Paramedical etc in as detailed in the Bidding Document under section Scope of work.”**
2. **Brief Scope of Work:-**  
The aim and objective is to provide Paramedics, Nursing and other health workers services in **RIMS, Ranchi** detailed under the section **Scope of work**.
3. **Award Methodology:** -Bidder shall be awarded considering least cost to RIMS, Department of Health & Family Welfare, Govt. of Jharkhand i.e. L1 (Lowest Bidder). Bidder qualifying the Technical bid and meeting the pre-Qualifying criteria shall only be considered for opening of Price Bids. For details regarding “Methodology for selection of Contractor” refer section No. E on **Instruction to Bidders (ITB)**.
4. **Salient Features of Bidding Document:-**

Sl. No.	Details	Timelines/other Particulars
a.	<b>Bidding Document Fee (Non-Refundable)</b>	Rs. 5,000/- ( Rupees Five Thousand) in the form of crossed demand draft in favour of Director, RIMS, payable at Ranchi should be deposited with technical bid.
b.	<b>Bid Security / Earnest Money Deposit (EMD)</b>	Rs. 2,00,000/- ( Rupees Two Lakhs) in the form of crossed demand draft in favour of Director, RIMS, payable at Ranchi should be deposited with the technical bid.
c.	<b>Pre-Bid Conference</b>	06.01.2017 at 12:30 P.M in the Conference Hall, RIMS, Ranchi.
d.	<b>Date of uploading of sale of final tender document</b>	From 12.01.2017 to 06.02.2017
e.	<b>Last Date and time for submission of Bids</b>	07.02.2017 till 4:30 P.M
f.	<b>Opening of Technical Bid-PART A</b>	08.02.2017 at 12:30 P.M in the Conference Hall, RIMS, Ranchi.

**Note:-** If any of the cut-off date identified above happens to be holiday, the next working day shall be implied.

5. The complete tender document is available on the RIMS website ([www.rimsranchi.org](http://www.rimsranchi.org)). The Tenders should be submitted through speed post or registered post only in two bid system (technical and Price bid). Tender submission through any other means will not be entertained.

**6. BIDDER'S QUALIFICATION CRITERIA (BQC)**

**6.1. EXPERIENCE CRITERIA**

- 6.1.1. The Bidder must have an experience of providing technical manpower services in healthcare sectors for reputed organization including Govt./Semi-Govt./PSUs/ Listed Companies (in BSE/ NSE) for at least last three financial years i.e. 2013-14, 2014-15 & 2015-16 supported by documentary evidence (agreement/ work order). Experience of providing security & housekeeping services will not be considered.

- 6.1.2. The Bidder should have successfully completed 02 Nos. of technical manpower services work in healthcare sectors during last three financial years i.e 2013-14, 2014-15, 2015-16 and a single Work Order of value not less than Rs.1.00 Crs. during last three financial years i.e 2013-14, 2014-15, 2015-16 supported by documentary evidence (performance certificate/ agreement/ work order). Experience of providing security & housekeeping services will not be considered.

6.1.3.

- 6.1.4. The Bidder must be registered with the following statutory authorities and must also furnish self attested copies of supporting documents:-

a) ESIC, EPF, INCOME TAX AND SERVICE TAX

b) Valid Registration No. of the Agency/Firm;

c) Valid Registration certificate under contract labour (R & A) Act 1970

d) Any other registration / licence which is mandatory for such agencies stipulated by concerned authorities from time to time.

**6.1.5. Deleted.**

6.1.6. Deleted.

**6.2. FINANCIAL CRITERIA**

Bidder shall meet the financial criteria under para below:

- 6.2.1. Bidder shall have minimum Average Annual Turnover of Rs. 2.00 Cr. during the last three financial years.

- 6.2.2. Net Worth of the Bidder should be positive as per the latest audited financial statement.

**GENERAL TENDER REQUIREMENTS**

6.3. Deleted.

- 6.4. Tender Inviting Authority reserves the right to assess Bidder's capability to execute the work using in house information and by taking into account various aspects such as

performance on the existing works being executed by them for the Tender Inviting Authority (TIA) during evaluation of bids & REJECT THEM IF FOUND INCAPABLE.

- 6.5. Bidder who has been currently blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization will not be allowed to participate in the tender during the period of blacklisting. An undertaking in this regard is to be furnished.
- 6.6. The Bidder must furnish all necessary documents such as copies of work order /contract agreement clearly indicating scope of work and value of the contract, Annual Report including audited Balance Sheets or Audited Financial Statements, Audited Profit & Loss Account , Service Tax Return etc. along with the Bid in support of their meeting experience & Bidder's Financial Qualification Criteria. TIA reserves the right to complete the evaluation based on the details furnished by the bidder in the first instance along with their bid without seeking any additional information.
- 6.7. All supporting documents, pertaining to Bidder Qualification Criteria submitted by the bidder shall be self attested copies, duly signed, dated and stamped. However, this requirement is not applicable to "Published Annual Reports".
- 6.8. Bids not accompanied with requisite Tender Document Fee & Bid Security/EMD or not in the requisite form shall be considered as non-responsive and such Bids shall be rejected.
- 6.9. Late Bid(s) shall not be accepted.
- 6.10. TIA shall not be responsible for any costs or expenses incurred by Bidder in connection with the preparation, site-visit and other expenses incurred during bidding process.
- 6.11. Time and date of opening of Price Bids shall be intimated only to qualified and Techno-commercially acceptable Bidder(s) at a later date. Incomplete offers shall not be considered for evaluation.
- 6.12. Bids sent through Fax/ E-Mail shall not be accepted

## **INSTRUCTION TO BIDDERS**

### **A. GENERAL**

#### **1. INTRODUCTION**

- 1.1. **NATURE OF PROCUREMENT INVOLVED:** - **Selection of Agency** to provide nursing, paramedics and other medical workers services in RIMS, Ranchi.
- 1.2. It shall be Bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications (if any) included in the Bidding Document.
- 1.3. Interested eligible bidder may obtain further information from the office of the Tender Inviting Authority.
- 1.4. The bidders have to quote for all the required man power otherwise their offer will not be considered but a single bidder will only be allotted the complete job of BOQ. If the bidder happens to be L1 in more than 50% of the item wise (i.e. manpower wise rate) then he will be awarded the complete BOQ. (But in such cases the L1 in more than 50%

items will be asked to match the L1 rate for other items and they have to work on the L1 rates for all the workers in the bidding concerned. Failing which the tender will be awarded to L2 and L2 will be asked to match L1 rate. If L2 also refuses then L3 will be asked to match L1 rate. If L3 also refuses then L1 bidder may be asked to execute work for their L1 items and rest items will be retendered.

## **2. BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT**

### **2.0. BIDDING DOCUMENT**

- 2.1. A complete set of Bidding Document may be downloaded by any interested eligible person from the website [www.rimsranghi.org](http://www.rimsranghi.org)
- 2.2. Bidding document without tender fees and EMD will not be accepted.
- 2.0. The Bidder shall bear all costs associated with the preparation and delivery of its Bid, including costs and expenses related to visits to the site and the Tender Inviting Authority will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
- 2.1. The Bidding Document shall be read in conjunction with any Amendment/ Corrigendum issued in accordance with Clauses mentioned in para 4 below of Instruction to Bidders.
- 2.2. Although the details presented in this Bidding document have been compiled with all reasonable care, the Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and Bidder to ensure that the information provided is adequate and clearly understood.
- 2.3. Bidding Document is non-transferable in other's name and shall at all times remain the exclusive property of the Tender Inviting Authority with a license to the Bidder to use the Bidding Document for the limited purpose of submitting the bid.

### **3. CLARIFICATION OF BIDDING DOCUMENT**

- 3.0. Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, bidder may request information/ clarification /query of the Bidding Document in writing within two days after the Pre Bid Meeting.
- 3.1. Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement.
- 3.2. Bidders are requested to resolve all their clarifications/queries to the Bidding Document before due date of uploading of bid. Thereafter bidders are requested to submit their bid in total compliance to Bidding Document without any deviation/stipulation / clarification/assumption. Accordingly, bidder must submit format for "**Compliance to bid requirement**" as per **Form-C** duly filled in along with Technical bid. In case of bids not conforming to bidding document in totality and/or non-accompanied by necessary documents as asked for in the bidding document, Tender Inviting Authority reserves the right to reject such bids without recourse to the Bidders.

- 3.3. The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible. The response shall not form part of Bidding Document unless issued as an Addendum/ Amendment/ Corrigendum.
- 3.4. Clarification sought after 02 days from pre bid shall not be entertained. However, Tender Inviting Authority may at its discretion assess the nature of queries and materiality and accordingly information shall be provided to all the prospective bidders.

#### **4. AMENDMENT OF BIDDING DOCUMENT**

- 4.0. At any time prior to the deadline for submission of bids, the Tender Inviting Authority may issue amendment in the form of Addendum/Corrigendum during the bidding period or subsequent to receiving the bids. Any Addendum/Corrigendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum/ Corrigendum duly signed and stamped in token of his acceptance. Addendum/ Corrigendum shall be uploaded in the website [www.rimsranchi.org](http://www.rimsranchi.org). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
  - 4.1. In case Addendum/Corrigendum is issued during the bidding period, Bidder shall consider its impact on its bid. In case Addendum/Corrigendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum/Corrigendum with regard to submission of impact on quoted price / revised price, if any.
  - 4.2. The Bidding Document is and shall remain the exclusive property of the Tender Inviting Authority without any right to Bidder to use them for any purpose except for the purpose of Bidding.
  - 4.3. On no account will any agency to whom Bidding Document is furnished, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Document are therefore being furnished to Bidder in the strictest confidence.

#### **B. PREPARATION OF BID**

#### **5. LANGUAGE OF BID**

- 5.0. The Bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the TIA shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

#### **6. COMPLIANCE TO BID REQUIREMENT**

- 6.0. It is expected that Bidder will submit bid strictly based on the terms and conditions and specifications contained in the Bidding Document and will not stipulate any deviations. Should it, however, become unavoidable, deviations should be separately and specifically stipulated only in the prescribed Proposal FORM-D.

## 6.1. **Unsolicited Post Tender Modifications**

- 6.2. Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any Amendment to Bidding Document is issued by TIA. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Tender Inviting Authority and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

## 7. **DOCUMENTS COMPRISING BID**

- 7.0. The Bid should be prepared by the Bidder and shall be submitted in two parts viz. Part-A & Part-B

### 7.0.1. **PART - A - Technical Bid**

### 7.1. **PART- B - Price Bid**

- 7.2. **TECHNICAL BID (PART-A) :-**The Technical Bid prepared by the Bidder shall comprise the following components:

- 7.2.1. Bid Form as per **FORM-A1 & A2**.

- 7.2.2. Power of attorney in favour of signatory (ies) of the bid,

- 7.2.3. Details of experience in last 03 years as per **FORM- B**

- 7.2.4. Self Attested Copy of Partnership Deed in case of partnership firm or Certificate of Incorporation in case of Company or affidavit in case of Proprietary Firm.

- 7.2.5. Compliance to Bid requirement as per **FORM-C** or in case of Deviation/ Exceptions (Bidder is requested not to stipulate any deviation), as per proposal **FORM-D**. (Sheet- 1 for Commercial Section and Sheet-2 for Technical Section).

- 7.2.6. Check List duly filled in as per **FORM-E**.

- 7.2.7. Reply to Commercial Questionnaire as per **FORM-F**.

- 7.2.8. Details regarding PF as per **FORM-G**.

- 7.2.9. Financial Details as per **FORM-H** duly certified by a **Practicing Chartered Accountant**.

- 7.2.10. Technical offer and Engineering details, if any, required as per Bidding Document.

- 7.2.11. Any other information required in the Bidding Document or considered relevant by the Bidder.

- 7.3. **PRICE BID (Part-B)** shall consist of the following:-

- 7.3.1. Price Bid as per BOQ

## 8. **BID PRICES**

- 8.0. Bidder shall quote price after careful analysis of cost involved for performance of the work considering all parts of the Bidding Document.



- 8.1. The prices shall be based on conditions specified in General Service Contract Conditions, Special Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications, Drawings and other contents of Bidding Document.
- 8.2. Prices quoted should be in the prescribed format only failing which the bids will be rejected.
- 8.3. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract except as specified in the Bidding document.
- 8.4. Conditional rebate, if offered, shall not be considered for evaluation unless such bidder happens to be L1 without considering such rebate.
- 8.5. Bidder shall be solely responsible for ascertaining all types of charges such as EPF, ESI, Service tax, any other taxes and duties applicable for providing the services as mentioned in the scope of work. Tender Inviting Authority shall deduct Taxes as applicable from the payments due to the Bidder under the contract.

## **9. CURRENCIES OF BID AND PAYMENT**

- 9.0. Bidders shall quote the prices in Indian Rupees only.
- 9.1. All payments to be made by Tender Inviting Authority shall be made in Indian Rupees only.

## **10. BID VALIDITY**

- 10.0. Bid submitted by Bidder shall remain valid for a minimum period of 12 (twelve) months from the date of opening of (Part-A) Technical Bid. Bidders shall not be entitled during the said period of twelve months, without the consent in writing of the Tender Inviting Authority, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of Tender Inviting Authority in writing, Tender Inviting Authority shall forfeit EMD paid by them along with their bids.
- 10.1. Tender Inviting Authority may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing/email. If the Bidder agrees to the extension request, the validity of EMD shall also be suitably extended or separate Demand Draft shall be obtained. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

## **11. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

- 11.0. Bidder shall furnish, as part of its Bid, a Bid Security for an amount as indicated in the Notice Inviting Tender. The Bids not accompanied with Bid Security or Bid Security not as per Performa given in the Bidding Document shall be rejected.
- 11.1. The bid security (interest free) in favour of "Director, RIMS", payable at Ranch for the amount indicated in Notice Inviting Tender shall be in the form of demand draft drawn on any Indian Nationalized Scheduled Bank valid till the period of bid validity.
- 11.2. Bid securities of unsuccessful Bidders will be discharged or returned, as promptly as possible upon award of Contract.

- 11.3. Bid Security of the successful Bidder will be discharged or returned upon the Bidder's executing the Contract after furnishing the performance guarantee of 10% of total contract value.
- 11.4. The bid security may be forfeited:
  - 11.4.1. If Bidder submits False/Forged Document as called for in the Bidding document.
  - 11.4.2. if a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form, or
  - 11.4.3. if a Bidder modifies his bid during the period of Bid Validity except if such modification is solicited by Tender Inviting Authority in writing, or
  - 11.4.4. if a Bidder does not accept the correction of arithmetical errors, or
  - 11.4.5. in case of a successful Bidder, if the Bidder fails, within the specified period:
    - a. To sign the Contract.
    - b. To furnish the Contract Performance Security.
- 11.5. The bid security shall be denominated in the currency as mentioned in Notice Inviting Tender.

## **12. ARRANGEMENT OF BID**

- 12.0. The Bidder shall prepare one copy of the Techno-commercial bid (Part A) and one copy of Price Bid (Part B), clearly marking as: "PART A- TECHNO- COMMERCIAL BID" and "PART B-PRICE BID" as appropriate.
- 12.1. The copies of the bid shall be typed or written in indelible ink and shall be signed by person(s) duly authorized to sign on behalf of the Bidder. All pages of bid shall be stamped and initialed by person(s) signing the bid.
- 12.2. All pages of the bid document should be serially numbered and accordingly a Master Index is prepared.

## **C. BID SUBMISSION**

### **13. Deadline for submission of bids**

### **14. LATE & DELAYED BIDS**

- 14.0. Any bid received by the Tender Inviting Authority after the deadline for submission of bids will be declared "Late" and rejected.
- 14.1. **Delayed Bid:-**Any Bid sent by Bidder before the due date of submission and received after the due date shall be termed as Delayed Bids and shall be rejected.

### **15. MODIFICATION AND WITHDRAWAL OF BIDS**

- 15.0. No bid shall be modified after the deadline for submission of bids.

## **D. BID OPENING AND EVALUATION**

### **16. OPENING OF PART A - TECHNICAL BIDS**

- 16.0. The Technical part of the Bid shall be opened in the presence of attending representatives of Bidder. Number of representative will be restricted to maximum

one person. The Bidder's representative who is present shall sign a Bid opening statement evidencing their attendance.

## **17. QUALIFICATION OF BIDDERS**

17.0. Tender Inviting Authority will examine the bids to determine whether they are complete, whether required bid securities/EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

17.1. The bids without requisite Bid Security (as applicable) will not be considered and bids of such bidders shall be rejected.

17.2. Bidder(s) intending to participate shall fulfill the Qualification Criteria specified in the Notice Inviting Tender. The experience and financial details submitted by the Bidders shall be evaluated with respect to the Qualification Criteria specified in the Notice Inviting Tender. Bidders are requested to submit all Qualification details along with relevant supporting documents in the first instance itself as Tender Inviting Authority may finalize the Qualification based on details submitted without asking for any additional details.

Bids of only those Bidders who are found to Qualify based on the Qualification Criteria specified in the Notice Inviting Tender shall be considered for detailed Techno-Commercial evaluation. Decision of Tender Inviting Authority in this regard shall be final and binding.

17.3. While evaluating the Bidder's conformity with Experience Criteria, the following consideration shall be applied:

17.3.1. Only such works shall be taken in to consideration, the details of which have been submitted by the Bidder as per FORM-B of Proposal Forms along with copy of Work Order / notification for award as specified in Bidder Qualification Criteria specified in the Notice Inviting Tender.

17.3.2. Copy of Work Order for award of work is a mandatory document, which establishes that the Bidder has been awarded a work, which is claimed to be meeting the experience criteria.

17.3.3. In case the above mandatory documents are not enclosed with FORM-B of Proposal Forms, such work shall not be considered in evaluation for meeting the Experience Criteria

## **18. CLARIFICATION OF BIDS**

18.0. Tender Inviting Authority, if necessary, will obtain clarifications on the Bid by requesting for such information/ clarifications from any or all Bidders, either in writing or through personal contact, as may be necessary. Bidder will not be permitted to change the price or substance of Bids after opening of Bids.

18.1. Bidder shall submit all additional documents as required / asked for.

## **19. EVALUATION OF TECHNICAL BID**

19.0. Prior to detailed evaluation of bids, the Tender Inviting Authority will determine whether each bid (i) is substantially responsive to the requirements of the Bidding

Document; and (ii) provides any clarifications and/ or require pursuant to clause 18.0. Bids without EMD will be out rightly rejected.

- 19.1. A substantially responsive bid is one, which conforms to all the terms and conditions and requirements of the Bidding Document without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality, or performance of the works; (ii) which limits in any substantial way, inconsistent with the Bidding Document, the Tender Inviting Authority's rights or Bidder's obligation under the Contract.
- 19.2. If bid is not substantially responsive, the Tender Inviting Authority shall have full authority to reject the same.
- 19.3. Deleted.
- 19.4. Tender Inviting Authority reserves the right to use in-house information for assessment of capability of bidder and their performance on last completed job.

## **20. OPENING OF PART B - PRICE BID**

- 20.0. Priced commercial part of only those Bidders whose bids are considered Techno Commercially acceptable shall be opened.

## **21. EVALUATION OF PRICE BIDS**

- 21.0.1. Any uncalled for lump sum/percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the prices, shall not be considered.

## **22. CONTACTING THE TENDER INVITING AUTHORITY OR HIS AUTHORISED REPRESENTATIVE(S)**

- 22.0. Bidder is advised not to contact Tender Inviting Authority or its authorized representative(s) on any matter relating to its bid from the time of Bid opening to the time CONTRACT is awarded, unless requested to in writing. Any effort by the Bidder to influence the TIA authorized representative(s) in any of the decision in respect of Bid evaluations or AWARD OF CONTRACT will result in the rejection of Bid.

## **E. AWARD OF CONTRACT**

### **23. METHODOLOGY FOR SELECTION OF CONTRACTORS**

- 23.0. The evaluation of bids for Selection of Bidders for Part-B shall be on least cost to Tender Inviting Authority(i.e. L1) basis.
- 23.1. Bidder with the lowest evaluated price shall be considered for award.
- 23.2. Deleted.
- 23.3. In case there are more than one bidder at the same position, then to arrive at a decision for award of job, the short listing of the bidder shall be done based on the ranking of annual turnover during the year ending 31st March, 2015. i.e. the bidder having higher turnover shall be considered first and so on. However, in case the turnover also happens to be the same for various bidders then the bidder who has better experience in terms of execution of single order value will be considered.

## **24. RIGHT TO ACCEPT OR REJECT ANY BID**

- 24.0. The Tender Inviting Authority reserves the right to accept or reject any or all of the Bids and to annul the Bidding process and reject the Bid at any time prior to award of contract, without incurring any liability to the affected Bidder and obligation to mention the grounds or reasons for the same.

## **25. NOTIFICATION OF AWARD**

- 25.0. The Tender Inviting Authority will notify the successful Bidder by issuance of WO that their bid has been accepted. The WO will constitute the formation of a Contract until the Contract agreement has been signed.

## **26. CONTRACT AGREEMENT**

- 26.0. Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Tender Inviting Authority and Bidder's acceptance thereof shall constitute a binding contract between the successful Bidder and the Tender Inviting Authority based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

- 26.1. The Contract document shall consist of the following:

26.1.1. Original Bidding Document along with its enclosures issued.

26.1.2. Amendment/Corrigendum to original Bidding Document issued, if any.

26.1.3. WO.

26.1.4. Detailed letter of Award/Acceptance along with enclosures attached therewith.

### **26.1.5. SIGNING OF CONTRACT**

The successful Bidder shall be required to execute an AGREEMENT in the proforma given in the Bidding Document FORM K on non-judicial stamp paper of appropriate value (the cost of stamp paper shall be borne by the contractor) within 15 days of the receipt of Notification of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement within the above stipulated period, the bid security shall be forfeited and the Notification of acceptance of tender shall be considered as cancelled.

## **27. CONTRACT PERFORMANCE SECURITY**

- 27.0. Within Fifteen (15) days from the date of notification of award of works by the TIA, the successful Bidder shall furnish the required Contract Performance Security for an amount equal to 10 % (ten Percent) of the total Contract Price in the form of a Bank Guarantee valid for a period of 12 months/FDR pledged in favour of TIA. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited by TIA.

- 27.1. Failure of Bidder to comply with requirement of clauses 26 and 27 above shall constitute sufficient grounds for annulment of the award of work and forfeiture of bid security.

## **FORMS**

**FORM- A1**

**Bid Form**

**To,  
The Director,  
RIMS, Ranchi.**

**Dear Sir,**

After examining/reviewing the Bidding Document No:- .....for General Service and Special Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, We, the undersigned are pleased to offer to execute the whole of the Job/supply of.....and in conformity with, the said Bid Documents, including Addenda No's.....

We confirm that this bid is valid for a period of 12 (Twelve) months from the date of opening of Technical Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the Contract Performance Security equal to 10 % (Ten per cent) of the Contract Price, for the due performance within fifteen days of such award.

Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intent of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

**Place:-**

**Signature of Authorized Signatory**

**Date:-**

**Name:-.....**

**Designation:-.....**

**Seal:-.....**

**Tender No:-.....**

**Offer No & Date:-.....**

**FORM- A2**

**Bid Form**

**To,  
The Director,  
RIMS, Ranchi.**

**Dear Sir,**

We..... do hereby declare that presently we do not stand blacklisted by any Central or State Government organization or debarred from participating in tenders of such organization and are therefore eligible to participate in Tender No..... Date..... for supply .....

**Place:-**

**Signature of Authorized Signatory**

**Date:-**

**Name:-.....**

**Designation:-.....**

**Seal:-.....**

**Tender No:-.....**

**Offer No & Date:-.....**





**FORM- C**

**COMPLIANCE TO BID REQUIREMENTS**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Document and Addendum(s) to the Bidding Document, if any, for subject work issued by TIA.

We hereby further confirm that any terms and conditions if mentioned in our bid (Technical as well as Price Bid) shall not be recognized and shall be treated as null and void.

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_

**COMPANY SEAL :** \_\_\_\_\_





**FORM E**

<b>CHECK LIST FOR SUBMISSION OF BID</b>		
Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Technical Bid" (Part – A)".		
Please tick the box and ensure compliance:		
<b>Sl. No.</b>	<b>Particulars</b>	<b>Page No.</b>
1	Bid Form Letter as per FORM-A1 & A2	
2	Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value.	
3	Past Experience as per FORM-B	
4	Copies of Work Order.	
6	Compliance to Bid Requirement as per FORM-C.	
5	Exceptions/ Deviations as per FORM-D both technical and commercial part	
6	Reply to commercial questionnaire as per FORM-F with Bidder's reply/ confirmation for each Sl. Nos.	
7	Details of PF Registration as per FORM-G	
8	Financial Details as per FORM-H (a) & H (b)	
9	Reply to Technical questionnaire (if enclosed in technical part) with Bidder's Reply/ Confirmation for each Sl. No.	
10	Price Bid as per Form I	
11	Technical Details/ Documents specified in Technical part.	
12	EMD & Cost of Bidding Document	
13	Any other documents as desired in the Bid Document	
<b>Confirm the Following</b>		
1	All pages of the bid have been page numbered in sequential manner.	
2	The bid has been submitted in requisite number of copies as specified in Special Instructions to Bidders	
3	Master Index and Copy of Addendum/ Amendment, if any, has been submitted along with offer, duly signed and stamped on each page.	
4	Blank copy (without price) of Schedule of Rates duly signed and stamped on each page has been submitted.	
<b>Signature of Bidder</b>		
<b>Bidder's Name</b>		
<b>Company Seal</b>		

<b>COMMERCIAL QUESTIONNAIRE</b>		
Bidder's reply/ confirmation as furnished in the Commercial Questionnaire shall supersede the stipulations mentioned elsewhere in their bid.		
<b>Sl. No.</b>	<b>Particulars</b>	<b>Bidder's Reply/Confirmation</b>
1	Confirm that your Bid is valid for 180 days from the last date of submission of Bid.	
2	Confirm that the following documents are submitted with Part-A Technical Bid:	
a	All documents as per CHECK LIST.	
b	Master Index is submitted in Technical Bid duly signed and stamped on each page.	
c	Copy of Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
3	Confirm that price has been submitted with "PART B Price Bid" in One original.	
4	<b>SCHEDULE OF RATES/PRICE</b>	
A	Confirm that rate/ price has been quoted for all items of SOR.	
B	Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
C	Confirm that correction fluid is not used in the price part. (In case of any correction, the same shall be signed and stamped by authorized signatory.)	
5	Confirm your compliance to TERMS AND CONDITIONS of Bidding Document.	
6	Confirm that you have studied complete Bidding Document including Technical and Commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
7	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
8	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	Not Applicable
9	Confirm your acceptance for Time Schedule as mentioned in Bidding Document.	
10	Confirm that your quoted price includes all taxes & duties as applicable for this Work in accordance with the provision of GSCC and SCC.	
11	Confirm that your quoted price includes all types of insurance as per the provisions of GSCC and SCC.	
12	Confirm that all costs resulting from safe execution of Work, such as safety practices, use of protective	

	clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
13	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	
14	Confirm that you are meeting the Experience Criteria as mentioned in Notice Inviting Tender, and you have submitted Experience Details as per FORM-B of Proposal Forms along with all the details.	
15	Confirm that you are meeting the Financial Criteria as mentioned in Notice Inviting Tender and you have submitted all the details as per FORM – H (a) and FORM–H (b) of Proposal Forms along with all the details.	
16	Please confirm that your Bid does not have any deviation to terms and conditions of the Bidding Document. In case of deviations, confirm that the same have been highlighted separately.	
17	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
18	Confirm that the quoted landed price of the item is inclusive of cost of packing and forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT	Not Applicable
19	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT as % (age) of basic price to arrive at landed price.	Not Applicable
20	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
21	If there is any variation of fresh imposition of Excise duty at the time of supply due to various reasons, including turnover, confirm that the same shall be borne by Contractor	
22	If clause 21 above is not acceptable, advice maximum possible rate of additional ED chargeable, this shall be loaded to your price.	
23	Confirm that in case any new or additional duties taxes are imposed after the contractual delivery due date to delays attributable to the Contractor the same shall be borne by the Contractor. This will be in addition to Price Reduction for Delay in Delivery	

24	Confirm acceptance of Price Reduction Schedule for delay in @ 0.5% of delayed value of man power per week of delay or part thereof subject to maximum of 10 % of the total order value.	
25	Confirm acceptance of Delivery Period as indicated in the Bid Document	
26	Confirm acceptance of relevant payment terms specified in the Bid Document	
27	Confirm that the quoted price shall remain firm and fixed till complete execution of the order	
28	a. In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b. In case you are a dealer/distributor confirm that the prices quoted are as per manufacturer's price list with appropriate discount.	Not Applicable
29	Packing/forwarding, transportation, loading/unloading and insurance are Contractor's responsibility. However, to protect the items from physical damage and/or deterioration due to weather during transit, Contractor to ensure proper packing and handling arrangement. Please confirm compliance.	Not Applicable
30	Confirm compliance to security deposit of 5 % of the total order value in the form of a Bank Guarantee from nationalized bank shall be furnished, which will be valid for a period of 12 months from the date of order.	
31	Confirm acceptance of Part Order	
32	Confirm acceptance of Repeat Order within 24 months from the date of initial order at the same price and terms & condition	
33	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be delivered within XX days from the date of manufacturer.	Not Applicable
34	Confirm that you shall observe the highest standard of ethics during bidding and in case favored with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
<b>Signature of Bidder</b>		
<b>Bidder's Name</b>		
<b>Company Seal</b>		



**FORM- G**

**DETAILS OF P.F. REGISTRATION**

Bidder to furnish details of Provident Fund Registration:

**PF REGISTRATION NO. :**

**DISTRICT & STATE:**

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_

**COMPANY SEAL :** \_\_\_\_\_

**FORM H(a)**

<b>ANNUAL TURNOVER STATEMENT</b>		
<b>Financial Year</b>	<b>Annual Turnover (Rs,)</b>	<b>Net Worth (Rs.)</b>
<b>Note:-</b>		
1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid& Service Tax Return.		
2. Bidder shall work out Net worth on following basis: <b>Net Worth : Reserve + Capital - Accumulated loss</b>		
<b>Signature of Bidder</b>		
<b>Bidder's Name</b>		
<b>Company Seal</b>		
<b>Chartered Accountant's Firm Name</b>		:-
<b>Firm's Registration /Membership Number</b>		:-
<b>Signature</b>		:-
<b>Date</b>		:-
<b>Seal</b>		:-

**FORM H(b)**

<b>Financial Details</b>		
<b>Bidders Name</b>		<b>Date:-</b>
<b>Bidding Document No:</b>		
<b>Each Bidder Must fill in this Form</b>		
Sl. No.	Description	Financial Year_____
		Amount
1	Current Assets	
2	Current Liabilities (including secured and un-secured short term loans & working capital loans)	
3	Working Capital (1-2)	
4	<b>Net Worth</b> Owners funds (Paid up share capital and Free Reserves & Surplus) – Losses	
<p>Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions:-</p> <ol style="list-style-type: none"> <li>i. All such documents reflect the financial situation of the bidder.</li> <li>ii. A certified accountant must audit historic financial statements.</li> <li>iii. Historic financial statements must be complete, including all notes to the financial statements.</li> <li>iv. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)</li> </ol>		
<b>Signature of Bidder</b>		
<b>Bidder's Name</b>		
<b>Company Seal</b>		
<b>Chartered Accountant's Firm Name</b>		:-
<b>Firm's Registration /Membership Number</b>		:-
<b>Signature</b>		:-
<b>Date</b>		:-
<b>Seal</b>		:-

**Form I- As per BOQ**

**Price Bid-Format**

<b>Sl No.</b>	<b>Name of the Division</b>	<b>Rate per person per month</b>
1.		
2.		
3.		
4.		
5.		

**Note:-**

1. The Nursing Staff, Paramedics will be considered under the skilled category and other required staffs as per labour laws. Contractor shall provide uniformed and trained personnel and use its best endeavor to provide nursing services to the Department. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. **If the minimum wages is revised by any law of the Government, the incremental wages, if applicable, will be provided.**
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The contract is for two years.

<b>Signature of Bidder</b>
<b>Bidder's Name</b>
<b>Company Seal</b>
<b>Date:-</b>

**FORM- J**

**PROFORMA OF BANK GUARANTEE**

**FOR PERFORMANCE SECURITY**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Director,  
RIMS, Ranchi.

Dear Sirs,

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the "CONTRACTOR" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of \_\_\_\_\_ for TIA, Jharkhand.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Initial/full Contract Performance Security in the form therein mentioned. The form of payment of Contract Performance Security includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify TIA, Jharkhand. (Hereinafter called "OWNER" which expression shall wherever the context so require, include its successors and assignees) in case of default. The said \_\_\_\_\_ has approached the BANK (hereinafter called "BANK", which expression shall wherever the context so require include its successors and assignees) and at their request and in consideration of the premises, we, having our office at \_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby undertake to give the irrevocable and unconditional guarantee with you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the Contract or in payment of any money payable to TIA, JHARKHAND, we shall on first demand without demur, reservation, contest, recourse or protest and/or without reference to the CONTRACTOR pay to OWNER in such manner as OWNER may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as OWNER may from time to time require.
2. OWNER will have the full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the contract with the said CONTRACTOR and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to the said CONTRACTOR and such postponement or forbearance would not have the effect of releasing the BANK from its obligation under this DEBT.

3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from BANK in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by OWNER in the BANK shall be conclusive and binding. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of releasing the BANK.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ (This date should be 90 (Ninety) days after the expiry of defect liability period) in accordance with the terms of contract which period is deemed to complete on \_\_\_\_\_. The BANK undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the Guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee. However, if for any reason, the CONTRACTOR is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in extension of defect liability period or the CONTRACTOR fails to perform the work fully, the BANK hereby agrees to further extend this guarantee at the instance of the CONTRACTOR till such time as may be determined by the OWNER.  
  
If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.
6. The BANK also agrees that OWNER at its option shall be entitled to enforce this guarantee against the surety, as a principal debtor in the first instance without proceeding against CONTRACTOR and not withstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR's liabilities.
7. The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Jharkhand Courts.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of (amount of guarantees in words and figures) and we

undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

9. We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney / Resolution of the Board of Directors dated \_\_\_\_\_ accorded to him by the bank.

Yours Faithfully

Name of the Authorized Banking Officials

(Signature of as person duly authorized to sign on behalf of the Bank)

Place:-

Date:-

Witness:-

1. ....(Signature)  
.....(Printed Name)
2. ....(Designation)  
.....(Common Seal)

**FORM- K**

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made this ..... day of ....., year.....  
BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Contractor:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Contractor for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and constructed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) The Purchaser’s Notification of Award/Work Order No..... dated.....
  - (c) All Terms and Conditions indicated in the Bid/Tender Document
  - (d) All Terms and Conditions indicated in the Work Order No.....dated.....
  - (e) Technical Requirements (including Technical Specifications) as specified in the Bid/Tender Document and Work Order.
  - (f) Corrigendum issued pursuant to the issuance of Bidding document
  - (g) Replies to the Queries raised by the Bidders.
  - (h) The Contractor’s Bid and original Price Schedules
  - (i) [Add here: **any other documents**]
3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to



provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**For and on behalf of the Purchaser**

Signed: \_\_\_\_\_

In the capacity of [insert: **title or other appropriate designation**]

In the presence of \_\_\_\_\_

**For and on behalf of the Contractor**

Signed: \_\_\_\_\_

In the capacity of [insert: **title or other appropriate designation**]

In the presence of \_\_\_\_\_

## GENERAL SERVICE CONTRACT CONDITIONS

### 1. Definition:-

In this Contract, the following terms shall be interpreted as indicated:

- a. **“The Contract”** means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. **“The Contract Price”** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- c. **“Day”** means calendar day.
- d. **“Effective Date”** means the date on which this Contract becomes effective pursuant to GSCC Clause 5.2.
- e. **“End User”** means the organization(s) where the services will be used, as named in the SCC.
- f. **“GSCC”** means the General Service Contract Conditions contained in this section.
- g. **“The Goods”** means all .....that the Contractor is required to supply to the Purchaser under the Contract.
- h. **“The Purchaser”** means the organization purchasing the services, as named in the SCC.
- i. **“Registration Certificate”** means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser’s country in accordance with the Applicable Law.
- j. **“SCC”** means the Special Conditions of Contract.
- k. **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract.
- l. **“The Site,”** where applicable, means the place or places named in the SCC.
- m. **“The Contractor”** means the individual or firm supplying the Goods and Services under this Contract.

### 2. Applicability:-

- 2.1. These General Service Contract Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 3. Contractor’s Status

At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorized to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

#### **4. Purchaser's Obligation**

Save as otherwise expressly provided, the obligations of Purchaser under the Contract are obligations of Purchaser in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain Purchaser in any other capacity, nor shall the exercise by Purchaser of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of Purchaser to the Contractor.

#### **5. Conflict of Interest**

- 5.1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to Purchaser under the provisions of the Contract. The Contractor will disclose to Purchaser full particulars of any such conflict of interest which may arise
- 5.2. Purchaser reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to Purchaser under the provisions of the Contract. The actions of Purchaser pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to Purchaser.

#### **6. SUPPLY OF SERVICES**

- 6.1. The Contractor shall supply the Services during the Contract Period in accordance with Purchaser's requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price. Purchaser may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice.
- 6.2. If Purchaser informs the Contractor in writing that Purchaser reasonably believes that any part of the Services does not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of a Default by Purchaser, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by Purchaser.

- 6.3. Subject to Purchaser providing written consent in accordance with clause 7.2 (Provision and Removal of Equipment), timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

## **7. Provision and Removal of Equipment**

- 7.1. The Contractor shall provide all the Equipment necessary for the supply of the Services
- 7.2. The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval
- 7.3. All Equipment brought onto the Premises shall be at the Contractor's own risk and Purchaser shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by Purchaser's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.
- 7.4. The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 7.5. The Contractor shall, at Purchaser's written request, at its own expense and as soon as reasonably practicable:
  - 7.5.1. Remove from the Premises any Equipment which in the reasonable opinion of Purchaser is either hazardous, noxious or not in accordance with the Contract; and
  - 7.5.2. Replace such item with a suitable substitute item of Equipment.
- 7.6. On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

## **8. Manner of Carrying Out the Services:-**

- 8.1. The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with PURCHASER prior to the supply of the Services
- 8.2. The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

## **9. Contractor's Staff**

- 9.1. Purchaser may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises:-
  - 9.1.1. any member of the Staff; or
  - 9.1.2. any person employed or engaged by any member of the Staff, whose admission or continued presence would, in the reasonable opinion of purchaser, be undesirable.
- 9.2. At Purchaser's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as Purchaser may reasonably request.
- 9.3. The Contractor's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- 9.4. The Contractor shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Contractor confirms that all persons employed or engaged by the Contractor were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 9.5. PURCHASER may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures. The Contractor shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau check or otherwise) is employed or engaged in the provision of any part of the Services.
- 9.6. If the Contractor fails to comply with clause 9.2 within one Month of the date of the request and in the reasonable opinion of Purchaser, such failure may be prejudicial to the interests of Purchaser, then Purchaser may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to Purchaser
- 9.7. The decision of Purchaser as to whether any person is to be refused access to the Premises and as to whether the Contractor has failed to comply with clause 9.2 shall be final and conclusive.

## **10. Inspection of Premises**

- 10.1. Save as Purchaser may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

## **11. License to occupy Premises**

- 11.1. Any land or Premises made available from time to time to the Contractor by Purchaser in connection with the Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 11.2. The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as Purchaser may reasonably request.
- 11.3. Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by Purchaser at the Contractor's expense. Purchaser shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with Purchaser.
- 11.4. The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by Purchaser, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 11.5. The Parties agree that there is no intention on the part of Purchaser to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, Purchaser retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

## **12. Property**

- 12.1. Where PURCHASER issues Property free of charge to the Contractor such Property shall be and remain the property of PURCHASER and the Contractor irrevocably licences PURCHASER and its agents to enter upon any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of PURCHASER. The Contractor shall take all reasonable steps to ensure that the title of PURCHASER to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at PURCHASER's request, store the Property separately and ensure that it is clearly identifiable as belonging to PURCHASER.
- 12.2. The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies PURCHASER otherwise within 5 Working Days of receipt.

- 12.3. The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.
- 12.4. The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with PURCHASER's reasonable security requirements as required from time to time
- 12.5. The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by PURCHASER's Default. The Contractor shall inform PURCHASER within [2] Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

**13. Offers of Employment**

For the duration of the Contract and for a period of 12 months thereafter neither Purchaser nor the Contractor shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent

**14. Use of Contract Documents and information, inspection and Audit by the Bank:-**

- 14.1. The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 14.2. The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GSCC except for purposes of performing the Contract.
- 14.3. Any document, other than the Contract itself, enumerated in GSCC shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's performance under the Contract if so required by the Purchaser.
- 14.4. The Contractor shall permit the Bank to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Bank, if so required by the Bank.

**15. Statutory Obligations**

The following Acts and Rules as applicable would be the responsibility of the Contractor to comply with:

- a. The Minimum Wages Act & Rules and orders and notifications issued there under from time to time.

- b. The Contract Labour(Regulation & Abolition) Act,1970 with rules, orders and notifications made there under;
- c. The Industrial Disputes Act, 1947 with rules, orders and notifications issued there under from time to time;
- d. The Workmen’s Compensation Act with rules, orders and notifications issued there under from time to time;
- e. The Factories Act or The Shops and Establishment Act whichever is applicable with rules, orders and notifications issued there under from time to time;
- f. The Payment of Gratuity Act, 1972 with rules, orders and notifications issued there under from time to time;
- g. The Payment of Wages Act with rules, orders and notifications issued there under from time to time;
- h. The Provident Fund Act with rules, orders and notifications issued there under from time to time;
- i. The Employees State Insurance Act, 1948 with rules, orders and notifications issued there under from time to time;
- j. Employment Exchanges (Compulsory Notification Of Vacancies) Act, 1959 with rules, orders and notifications issued there under from time to time;
- k. Industrial Employment (Standing Orders) Act, 1961 with rules, orders and notifications issued there under from time to time;
- l. Payment of Bonus Act, 1964 with rules, orders and notifications issued there under from time to time;
- m. The Building and Other Construction Workers’ (Regulation of Employment and Conditions of Services) act & rules;
- n. All other Acts/rules/regulations, byelaws, orders, notifications , etc. present or future applicable to the Seller from time to time for performing the aforesaid services.
- o. The Tax on Professions.
- p. The Income Tax Act, India, 1961

Contractor should confirm that it has and will comply with all the requirements of the statutory authorities in respect of the Minimum Wages Act, Contract Labour ( R & A) Act, 1970, The Workmen’s Compensation Act, The Factories Act or The Shops and Establishment Act, The Payment of Gratuity Act, 1972, The Payment of Bonus Act, 1964, The Payment of Wages Act, The Provident Fund Act, The Employees State Insurance Act, 1948, Professional Tax, The Income Tax Act, India, 1961 and all other Acts, rules, regulations, byelaws, orders, notifications etc. present or future applicable to Service Contractor from time to time for performing the services.



The Contractor shall not offer or give, or agree to give, to Purchaser or any other public body or any person employed by or on behalf of Purchaser or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with Purchaser or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract

## **16. Environmental Requirements**

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with Purchaser's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

## **17. Health & Safety**

- 17.1. The Contractor shall promptly notify Tender Inviting Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. Tender Inviting Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Premises and which may affect the Contractor in the performance of its obligations under the Contract.
- 17.2. While on the Premises, the Contractor shall comply with any health and safety measures implemented by Tender Inviting Authority in respect of Staff and other persons working there.
- 17.3. The Contractor shall notify Tender Inviting Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.4. The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.
- 17.5. The Contractor shall ensure that its health and safety policy statement is made available to Tender Inviting Authority on request

## **18. Liability, Indemnity and Insurance**

- 18.1. Neither Party excludes or limits liability to the other Party for:-
  - a. death or personal injury caused by its negligence; or
  - b. Fraud; or
  - c. fraudulent misrepresentation; or
  - d. any breach of any obligations.

- 18.2. Subject to clauses 18.3 and 18.4, the Contractor shall indemnify Purchaser and keep Purchaser indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.
- 18.3. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or willful misconduct of Purchaser or by breach by Purchaser of its obligations under the Contract.
- 18.4. Subject always to clause 18.1, the liability of either Party for Defaults shall be subject to the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed the total contract price.
- 18.5. Subject always to clause 18.1, in no event shall either Party be liable to the other for any:
  - 18.5.1. loss of profits, business, revenue or goodwill; and/or
  - 18.5.2. loss of savings (whether anticipated or otherwise); and/or
  - 18.5.3. indirect or consequential loss or damage.
- 18.6. The Contractor shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Contractor
- 18.7. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 3 years following the expiration or earlier termination of the Contract.
- 18.8. The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
- 18.9. The Contractor shall give Purchaser, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies

18.10. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract, Purchaser may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

18.11. The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 18.2. The minimum limit of insurance cover is 125% of the contract price.

## **19. Transfer and Sub-Contracting**

19.1. The Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.

19.2. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

19.3. Where Purchaser has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of Purchaser, be sent by the Contractor to Purchaser as soon as reasonably practicable

## **20. Patent Rights:-**

20.1. The Contractor shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

## **21. Performance Security:-**

21.1. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

21.2. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

21.2.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Bidding Document or another format acceptable to the Purchaser; or

21.2.2. a cashier's or certified check

21.3. The performance security will be discharged by the Purchaser and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise

21.4. If the selected Bidder decides to provide Bank Guarantee towards Performance Security the same shall be as per **Form J** Performance Bank Guarantee.

**22. Inspections and Tests:-**

22.1. The Purchaser or its representative shall have the right to inspect and/or to test the services provided to confirm their conformity to the Contract specifications. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes.

22.1.1. The Contractor may have an independent quality test conducted. The cost of such tests will be borne by the Contractor.

22.1.2. Upon completion of the services as per the terms of contract, the Purchaser's representative shall inspect the same to ensure that they conform to the condition of the Contract and advise the Purchaser that the services were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Contractor in respect of such services (or part of services). The Acceptance Certificate shall be issued within 30 (thirty) days of completion of the services or part of services.

22.2. Where the Contractor contests the validity of the rejection by the Purchaser or his representative, of any inspection, the same shall be forwarded for analysis within four weeks of the time the Contractor contests to an independent agency mutually agreed by the Purchaser and Contractor. The independent agencies finding, which will be promptly obtained, will be final and binding on both parties. The cost of such analysis by independent agency will be borne by the contractor.

22.3. The Purchaser or its representative shall have the right to inspect and/or to test the services provided to confirm their conformity to the Contract specifications. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes.

**23. Delivery and Documents:-**

23.1. Delivery of the Services shall be made by the Contractor in accordance with the terms specified in the Schedule [Scope of work].

**24. Payment**

24.1. The method and conditions of payment to be made to the Contractor under this Contract shall be specified in the SCC.

24.2. The Contractor's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents certified by the competent authority submitted pursuant to GSCC, and upon fulfillment of other obligations stipulated in the Contract.

- 24.3. Payments shall be made promptly by the Purchaser.
- 24.4. The currency or currencies in which payment is made to the Contractor under this Contract shall be specified in the SCC subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Contractor's bid.
- 24.5. All payments shall be made in the currency or currencies specified in the SCC pursuant to GSCC.

**25. Prices**

- 25.1. Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized in the SCC or in the Purchaser's request for bid validity extension, as the case may be.

**26. Change Orders**

- 26.1. The Purchaser may at any time, by a written order given to the Contractor pursuant to GSCC, make changes within the general scope of the Contract in any one or more of the following:
  - 26.1.1. the method of shipment or packing;
  - 26.1.2. the place of delivery; and/or
  - 26.1.3. the Services to be provided by the Contractor.
- 26.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within 30 (thirty) days from the date of the Contractor's receipt of the Purchaser's change order.

**27. Contract Amendments:-**

- 27.1. Subject to GSCC, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**28. Assignment:-**

- 28.1. The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

**29. Delays in Contractors Performance:-**

- 29.1. Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

- 29.2. If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 29.3. Except as provided under GSCC, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GSCC, unless an extension of time is agreed upon pursuant to GSCC without the application of liquidated damages.

**30. Liquidated Damages:-**

- 30.1. Whenever and wherever it is found that the service is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by sister I/C or any other staff of the hospital and if no action is taken within ONE hour, liquidated damages @ Rs. 1000/- per complaint shall be imposed. The decision of in charge of the Health Institutions shall be final in this regard.

**31. Termination for Default:-**

- 31.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- 31.1.1. if the Contractor fails to deliver services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- 31.1.2. if the Goods do not meet the Technical Specifications stated in the Contract; or
- 31.1.3. if the Contractor fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.
- 31.1.4. if the Contractor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition.

- 31.1.5. If the Contractor fails to perform any other obligation(s) under the Contract.
- 31.1.6. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GSCC Clause 37.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

**32. Force Majeure:-**

- 32.1. Notwithstanding the provisions of GSCC the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3. If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Termination for Solvency**

- 33.1. The Purchaser may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

**34. Termination for Convenience:-**

- 34.1. The Purchaser, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 34.2. The Goods that are complete and ready for shipment within 30 (thirty) days after the Contractor's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - 34.2.1. to have any portion completed and delivered at the Contract terms and prices; and/or

34.2.2. to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor.

**35. Settlement of Dispute:-**

35.1. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

35.2. If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

35.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

35.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

35.5. Notwithstanding any reference to arbitration herein,

35.5.1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

35.5.2. the Purchaser shall pay the Contractor any monies due the Contractor.

**36. Limitation of Liability:-**

36.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement:-

36.1.1. the Contractor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Purchaser and

36.1.2. the aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**37. Governing Language:-**

37.1. The Contract shall be written in the language specified in the bidding document. Subject to GSCC Clause 43, the version of the Contract written in the specified language shall



govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

**38. Applicable Law:-**

38.1. The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

**39. Notices:-**

39.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the SCC.

39.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

39.3. A Contractor supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Purchaser's country.

**40. Taxes and Duties:-**

40.1. A Contractor Providing Services offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the Services to the Purchaser.

41. No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

42. The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the State of Jharkhand only.

**43. Fraud & Corruption:-**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices –

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.

2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.

3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.

4. “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

## SPECIAL CONDITIONS OF CONTRACT

1. **“End User”:- RIMS, Ranchi**
  2. **“The Purchaser”:- RIMS, Ranchi**
  3. **“The Site”:- ”:- RIMS, Ranchi.**
  4. The Scope of work is defined in the Schedule:- **SCHEDULE OF REQUIREMENTS**
  5. The validity of offer of the successful bidder shall be at least two years from the date of finalization of the order and the successful bidder will be bound to provide services at agreed rates and terms during this period. This validity period may be further extended with mutual consent and subjected to satisfactory performance of the bidder in executing the contract.
  6. The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.
  7. Unless otherwise specified, services should be performed directly by the successful bidder and not through any other agency.
  8. **Manpower**

Any misconduct / misbehaviour on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to in charge of the Health Institutions.
- The Contractor should ensure to maintain adequate no. of manpower as per Annexure ‘I’ and as per qualification as mentioned under scope of work and also arrange a pool of stand-by nursing staff. In case any nursing services staff absences from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of nursing services staff. If the deputed workers found are less than the minimum required as per Scope of Work on any day, penalty @ Rs. 1000/- per worker per day will be deducted from the bill.
9. The service should commence within 60 (Sixty) days from the date of order and should be maintained for 24 months continuously, unless otherwise specified in the order.
  10. Whenever and wherever it is found that the services is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by sister I/C or any other authority/staff of the hospital and if no action is taken within ONE hour, liquidated damages @ Rs. 1000/- per complaint shall be imposed. The decision of head of the health institutions shall be final in this regard and the same will be reflected in the service report which should be submitted along with invoice.
  11. It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Tender Inviting Authority shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.

12. The Contractor will have to provide standard liveries as approved by ESIC administration at his own cost to its staff. The staff shall be in proper uniform all the time with their identity card properly displayed. Samples of liveries will have to be submitted by the Contractor for the approval of competent authority within seven days from the date of entering into the agreement.
13. The contractor will arrange all items needed for his staff as the case.
14. Deleted.
15. Payment will be made preferably within 30 days from submission of the bills in triplicate certified by the In Charge of the Health Institutions. Payment of the bill will be based on computerized print outs in standardized Performa approved by the Tender Inviting Authority, along with computer generated attendance sheet in respect of the persons deployed. Payment will be made by TIA or Competent authority identified by TIA after deduction of applicable TDS.

While submitting the bill for the next month, the services provider must file a certificate certifying the following along with ESI contribution sheet downloaded from ESIC Insurance Portal:-

- a) Wages of workers were credited to their bank accounts on \_\_\_\_\_ (Acknowledgment by bank enclosed).
- b) ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (Copy of Challan enclosed with contribution sheet)
- c) EPF Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (copy of the Challan enclosed with contribution sheet)
- d) We are complying with all statutory Labour Laws including Minimum Wage Act.

The payment would be made on monthly basis on verification of attendance sheets, wage register, monthly ESIC/EPF/Service Tax challan/Deployment sheets/ Duty Roster and Satisfaction Report duly signed by In Charge of the Health Institutions of the concerned areas, documents in support of salary disbursement through ECS. Workers of contractors should get the wages on the seventh day of each month. The payment of wages shall not be linked to the payment of bill. If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated after serving one month's notice. The Security services Agency shall make payment of monthly wages (as quoted in the Financial Bid) to the deployed staffs by ECS only. Cash payment receipt will not be entertained and payment in cash will be deemed as no payment at all. If the agency does not make payment through ECS, the contract will be terminated.

16. In case of increase or decrease in the Health institutions as per Annexure (List of Institutions provided in separate Annexure), Payment for the particular unit shall be modified accordingly. In case of creation of new unit, additional charge will be paid. In case of reduction of unit, no payment shall be made for such unit.

## **SCHEDULE OF REQUIREMENTS**

### **SCOPE OF WORK:**

**Area of Work:** RIMS, Ranchi

### **Qualification of Nurses:**

**Only female nurses not above the age of 50 years with following qualification be engaged for the proposed services.**

1. Nurses should have qualified diploma in Nursing and Midwifery from a recognized Institution.
2. Should be registered "A" Grade Nurse and Midwife with a State Nursing Council with post qualification experience of 2 years.

**N.B The qualification detail of every manpower with age verification proposed to be engaged should be first submitted to the head of the concerned health institutions and only after obtaining approval, the said manpower be engaged. The same will be also applicable for relievers.**

### **SERVICES:**

1. The work should be attended round the clock. The shift timings are given below:  
1<sup>st</sup> Shift : 06.00 hrs to 14.00 hrs.  
2<sup>nd</sup> Shift : 14.00 hrs to 22.00 hrs.  
3<sup>rd</sup> Shift : 22.00 hrs to 06.00 hrs.
2. Taking over and handing over with full responsibility.
3. Administration of SC, IM, IV Injection & Medicines to be given.
4. Nursing care of sick patients, TPR, BP. I/O Chart, CBD chart to be maintained.
5. Writing of diet sheets and entering in PC.
6. Giving the due injection in time.
7. Preparing the patient for operation theatre.
8. Preparing the charts which are to be sent to Operation theatre.
9. Admission to be entered in IP registers.
10. Carrying out Doctors & Matrons Orders.
11. Sending the patient to others departments with their concern.
12. Sending forms for Lab Investigation and collecting results from the Lab and intimating to the Doctors.
13. Patient's complaints to be intimated to doctors in time, getting the instruction from the doctors and implementation.
14. Checking and keeping linen, articles and Medicines & Injections up to date.
15. Assisting the Matron & others in condemnation of linen etc.
16. Maintaining all registers properly.

17. During doctor's round taking the charts and other details and implementing the doctors instructions.
18. Separating the medicines and keeping it in the tray for 3 times ( expiry date to be checked)
19. Diabetic Urine Chart to be maintained.
20. Assisting the procedures done by the doctors (aspiration & tapping etc.)
21. Restricting the visitors from the ward during non- visiting hours.
22. Transfer IN & Transfer OUT of patients to be done carefully.
23. Discharge patients are to be sent after doctors' instructions.
24. Documentation as when required.

#### Annexure I

##### Details of Manpower Required.

The bidders have to provide experienced and qualified under-mentioned manpower on outsourcing basis :

Sl. No	Name of Post	Category	Minimum required qualification	No. of post (It may increase or decrease as per actual functional requirement.
1	Nurse Grade 'A'	Skilled	GNM Trained	100
2	O.T. Assistant	Skilled	I.Sc (12 <sup>th</sup> with science) + Technical diploma	20
3	Lab Technician	Skilled	I.Sc (12 <sup>th</sup> with science) + Technical diploma	15
4	ECG Technician	Skilled	I.Sc (12 <sup>th</sup> with science) + Technical diploma	10
5	X-ray Technician	Skilled	I.Sc (12 <sup>th</sup> with science) + Technical diploma	10
6	Pharmacist	Skilled	I.Sc (12 <sup>th</sup> with science) + B. Pharma	06
7	Dresser	Skilled	10 <sup>th</sup> + Technical Diploma	24
8	Dark Room Assistant	Semi Skilled	10 <sup>th</sup> / Matric Pass	04
9	Computer Operator-cum-clerk-cum-store keeper	Skilled	12 <sup>th</sup> Intermediate pass + Diploma in Computer Application (DCA) with typing skill in Hindi and English both	30
10	Cook-cum-Kitchen worker	Semi Skilled	10 <sup>th</sup> / Matric Pass	12
11	Mali (Gardner)	Un-Skilled	10 <sup>th</sup> / Matric Pass	04
12	Kitchen Assistant	Un-Skilled	10 <sup>th</sup> / Matric Pass	09
13	Ward Attendant	Un-Skilled	10 <sup>th</sup> / Matric Pass	As & when required
14	Driver	Skilled	10 <sup>th</sup> and Holder of four wheeler or heavy vehicle driving license	10
15	Lady Supervisor	Skilled	Graduate + experience of working in women hostel	02
16	Lab Attendant	Skilled	10 <sup>th</sup> / Matric Pass	15
17	Trolley man	Un-Skilled	10 <sup>th</sup> / Matric Pass	50
18	Receptionist	Skilled	Graduate with Diploma in computer Application	12
19	Dental Chair side attendant	Skilled	10 <sup>th</sup> / Matric Pass	20
20	Dental Hygienist	Skilled	I.Sc (12 <sup>th</sup> with science) + Diploma in Dental Hygie	07
21	Dental Mechanic	Skilled	I.Sc (12 <sup>th</sup> with science) + Diploma in Dental Mechanic	06
22	OT Technician	Skilled	I.Sc (12 <sup>th</sup> with science) + Technical diploma	02

23	Anaesthesia technician	Skilled	I.Sc (12 <sup>th</sup> with science) + Technical diploma	12
24	Respiratory technician (or Paediatric ICU technician)	Skilled	B.Sc with experience of handling ICU in any reputed hospital + certificate in ICU/Diploma in anaesthesia (able to handle ventilation, defibrillator, ECG of ICU)	As & when required
25	Any other skilled technician	Skilled	I.Sc. (12 <sup>th</sup> with science) + Technical diploma	As & when required
26	Any other un-skilled	Unskilled	10 <sup>th</sup> / Matric pass	As & when required

The bidder have to submit / enclose under mentioned documents with their technical bid :

**N.B The above requirement is tentative**

**Note :** It is mandatory for all the bidders to quote for all the required man power, failing which the bid will be rejected at the time of evaluation.

**Price Bid format/ Performa :- as given hereunder**

The bidders must have to quote in the same format otherwise price offer will be rejected at the time of price evaluation :-

Sl. No	Name of Post	Minimum required qualification	Category	Offered wages/ rates
1	Nurse Grade 'A'	GNM Trained	Skilled	(i) Minimum wages to be paid in cash/in hand to the worker Rs...../per day/per 8 hourly shift. (ii) EPF @ ..... Rs..... (iii) ESI @ ..... Rs..... (iv) Service charges of contractor Rs..... (v) Govt. Service tax ..... Rs..... (vi) Any other charges (if any please notify) Rs..... ----- <b>Total Per manpower/perday/per 8 hourly shift Rs....</b>
2	O.T. Assistant	I.Sc (12 <sup>th</sup> with science) + Technical diploma	Skilled	-Do-
3	Lab Technician	I.Sc (12 <sup>th</sup> with science) + Technical diploma	Skilled	-Do-
4	ECG Technician	I.Sc (12 <sup>th</sup> with science) + Technical diploma	Skilled	-Do-
5	X-ray Technician	I.Sc (12 <sup>th</sup> with science) + Technical diploma	Skilled	-Do-
6	Pharmacist	I.Sc (12 <sup>th</sup> with science) + B. Pharma	Skilled	-Do-
7	Dresser	10 <sup>th</sup> + Technical Diploma	Skilled	-Do-
8	Dark Room Assistant	10 <sup>th</sup> / Matric Pass	Semi Skilled	-Do-
9	Computer Operator-cum-clerk-cum-store keeper	12 <sup>th</sup> Intermediate pass + Diploma in Computer Application (DCA) with typing skill in English & Hindi both.	Skilled	-Do-

10	Cook-cum-Kitchen worker	10 <sup>th</sup> / Matric Pass	Semi Skilled	-Do-
11	Mali (Gardner)	10 <sup>th</sup> / Matric Pass	Un-Skilled	-Do-
12	Kitchen Assistant	10 <sup>th</sup> / Matric Pass	Un-Skilled	-Do-
13	Ward Attendant	10 <sup>th</sup> / Matric Pass	Un-Skilled	-Do-
14	Driver	10 <sup>th</sup> and Holder of four wheeler or heavy vehicle driving license	Skilled	-Do-
15	Lady Supervisor	Graduate + experience of working in women hostel	Skilled	-Do-
16	Lab Attendant	10 <sup>th</sup> / Matric Pass	Skilled	-Do-
17	Trolley man	10 <sup>th</sup> / Matric Pass	Un-Skilled	-Do-
18	Receptionist	Graduate with Diploma in computer Application	Skilled	-Do-
19	Dental Chair side attendant	10 <sup>th</sup> / Matric Pass	Skilled	-Do-
20	Dental Hygienist	I.Sc (12 <sup>th</sup> with science) Diploma in Dental Hygie.	Skilled	-Do-
21	Dental Mechanic	I.Sc (12 <sup>th</sup> with science) Diploma in Dental Mechanic	Skilled	-Do-
22	OT Technician	I.Sc (12 <sup>th</sup> with science) + Technical diploma	Skilled	-Do-
23	Anaesthesia technician	I.Sc (12 <sup>th</sup> with science) + Technical diploma	Skilled	-Do-
24	Respiratory technician (or Ppaediatric ICU technician)	B.Sc with experience of handling ICU in any reputed hospital + certificate in ICU/Diploma in anaesthesia (able to handle ventilation, defibrillator, ECG of ICU.	Skilled	-Do-
25	Any other skilled technician	I.Sc (12 <sup>th</sup> with science) + Technical diploma	Skilled	-Do-
26	Any other unskilled	10 <sup>th</sup> / Matric pass	Unskilled	-Do-

Note : To be followed strictly during evaluation :-

1. Registration under Jharkhand State Paramedical Council is mandatory for the paramedical staffs of mentioned above.
2. The provided manpower is computer operator will be scrutinized and their typing skill in Hindi & English, software operating skills will be examined before their placement. Unskilled workers will be rejected even after their placement.
3. All other manpower will have to qualify the screening test of RIMS screening committee before their placement.

Sd/-  
Director  
Rajendra Institute of Medical Sciences,  
Ranchi





Tender Notice No. RIMS/Miscellaneous Store/Outsourcing Service(5) 13352 Dated 09.12.2016

**NOTICE INVITING TENDER**

**FOR OUTSOURCING OF MAN POWER SERVICES AT RIMS, RANCHI**

Due to new guidelines of Government of Jharkhand regarding outsourcing of Manpower like – Nurses, Paramedical, Technician etc. the previous invited tender of outsourcing of manpower vide re-tender notice no. 8014 dated 19.07.2016 is being cancelled and new sealed offer are invited in two bid system (technical bid & price bid) by speed post / registered post only from competent & eligible agencies for providing manpower of services on outsourced basis at RIMS, Ranchi for minimum period of one year or extendable upto three years if mutually agreed by both the parties. The intended bidder have to quote in sealed offer under super scribing the name of work for which they are offering their bid on the top of the sealed envelope.

<b>A. Important information regarding tender are :</b>		
1.	Date of uploading the sample tender paper on RIMS website : <a href="http://www.rimsranchi.org">www.rimsranchi.org</a>	From 20.12.2016 the bidder must go through the sample tender paper before participating in pre-bid meeting.
2.	Pre bid meeting for discussion on various issues.	On 06.01.2017 at 12:30 P.M at RIMS administrative conference hall. All the intending bidders must attend the meeting for clarification of their queries and requirements of RIMS. No claim will be considered after finalization of agendas in pre bid meeting
3.	Date of uploading or sale of final tender paper	From 12.01.2017 to 06.02.2017 (The bidder may purchase tender document from RIMS cashier in working hours on any working day or those who want to bid by downloading the tender document, they have to submit separate demand drafts for each tender paper with their technical bid. Tender paper cost will be non-refundable. Cost of tender documents – Rs. 5000/- (Rupees Five thousand only).
4.	Last date of submission of sealed tender documents (by Speed post / Registered Post) at RIMS.	On 07.02.2017 till 04:30 P.M
5.	Opening of technical bid & discussion on technical issues.	On 08.02.2017 at 12:30 P.M in RIMS administrative conference hall, in front of purchase committee. All the bidders or their duly authorized representative must represent the tender opening for discussion & queries of purchase committee

2. For rest terms & conditions of the tender please visit RIMS website [www.rimsranchi.org](http://www.rimsranchi.org) from 20.12.2016

Sd/-  
Director  
Rajendra Institute of Medical Sciences  
Ranchi