Notice Inviting Tender

for

Complete Management (Providing, Equipping, Manning, Running and Managing)

Medical & Paramedical Services

on the Permanent Campus of Indian Institute of Technology Jodhpur at Karwad

Number IITJ/SPS/BA/MS/2017-18/03
Issue Date 20 April 2017
Pre-bid Meeting 28 April 2017 at 16:00 Hours
Last Date of Submission of Tender 15 May 2017 by 15:00 Hours



Indian Institute of Technology Jodhpur Old Residency Road, Ratanada Jodhpur 342011

Tele Fax: (0291) 244 9011; eMail: sps@iitj.ac.in

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Notice Inviting Tender

Indian Institute of Technology Jodhpur (hereinafter referred to as the Institute) is an Institute of National Importance, established by an Act of Parliament of India, the *Institutes of Technology Act, 1961 (2012)*. It was established in 2008 to foster *technology education & research* in India. As on date, Institute has about 790 *Students* and about 110 *Faculty & Staff Members;* the student strength is expected to rise to about 2,500 by the year 2020. For providing healthcare and wellness to its employees and students, the Institute has planned to establish a *Health Centre* on its Permanent Campus, where primary medical services can be rendered.

Now, the Institute is desirous to *outsource* the complete management (including providing, equipping, manning, running and managing) of *Medical & Paramedical Services* at its *Primary Health Centre* (hereinafter called *PHC*), including:

- (1) Medical consultancy services,
- (2) Services in the areas of reception, support office, pharmacy, dressing, physiotherapy, and
- (3) Sanitation and other services related to the indoor patients and wards.

The Institute is looking for interested organisations having adequate experience in the said services in related areas/fields backed by sufficient bench strength of *competent* personnel.

Institute invites sealed tenders from reputed Service Providers for the said *Medical & Paramedical Services* at the Permanent Residential Campus of the Institute situated on NH 65 at Karwar village, Jodhpur District. The Tender document can be downloaded from Institute's website at http://www.iitj.ac.in or from *Central Public Procurement Portal* at http://www.eprocure.gov.in.

Bids in response to the Tender shall be sealed in an envelope *super-scribed* with Tender Number, Due Date and Time of Submission, which is addressed to:

Officer-in-Charge Office of Stores & Purchase Indian Institute of Technology Jodhpur Old Residency Road, Ratanada Jodhpur 342011

The sealed tender shall reach the Institute latest by 15:00 Hours on 15 May 2017. The Tenders received shall be opened on same day at 16:00 Hours in Visitors Room, Administrative Building, IIT Jodhpur, in its Temporary Academic Campus at Old Residency Road, Ratanada, Jodhpur, in the presence of all bidders or their authorized representatives present at that time.

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1. SCOPE OF WORK

The scope of work includes Complete Management (providing, equipping, manning, running and managing) of the *Medical & Paramedical Services* at the *Primary Health Center (PHC)* of Indian Institute of Technology Jodhpur at its on Permanent Campus in Karwad (on NH 65 towards Nagaur), including Out Patients (OP), In Patient (IP), Day Care (DC), Pathology, Pharmacy, Ambulance, Emergency and other *related* Services to all its Students, Staff Members, Faculty Members, Guests of the Institute, Guests of its Employees, and visiting Parents of Students.

In particular, the following shall be maintained:

- (1) The PHC shall be equipped with at least 5 in-patient beds operated 24 hours all days throughout the year. The daily working shall be carried out in three shifts of 8 hours each; and
- (2) The number of the competent manpower is presented in *Annexure A*, which is to be deployed during each shift in various functions; this number is only indicative, and the exact number may vary. The medical professionals associated with each function of the PHC shall perform the jobs assigned by the Medical Professional in-Charge of the PHC.

The detailed scope of various functions of PHC is listed below.

A. Out Patients (OP) Services

The Service Provider shall provide the following as a minimum requirement towards the *OP Services*:

- (1) OP services shall operate 24 hours each day all through the year.
- (2) One competent *Medical Officer* shall be deputed in each shift (as per *Annexure A*). The *Medical Officer* shall be supported by two competent Nursing Staff Members (1 Junior and 1 Senior);
- (3) While writing the prescriptions to *Patients*, the Medical Officer shall follow the *Two-Slip System* one for medical services for which *Service Provider* will be reimbursed, and the other for which *Service Provider* cannot be reimbursed. All prescriptions will be in capital Letters.
- (4) The Service Provider shall arrange visit of medical specialists in Paediatrics, Obstetrics, Orthopaedics and other as per requirement of the Institute. Such visit would be paid on market rates as mutually agreed.
- (5) The Service Provider shall give Emergency Care to persons as the need arises. Towards this end, competent Medical Officers and Paramedics shall be available 24 hours all days through the year;
- (6) The Medical Officers and Paramedics shall record the observations, diagnosis and prescriptions in the Medical Booklet of each Patient attended to; and
- (7) All equipment and skills required to provide *emergency treatment* (such as suturing, dressing, resuscitation and first aid) shall be available at PHC; necessary consumables shall be available in stock in sufficient number and within the validity period.

B. In Patients (IP) Services

The Service Provider shall provide the following as a minimum requirement towards the *IP Services*:

- (1) The PHC shall be equipped with at least 5 in-patient beds operated 24 hours all days throughout the year. The daily working shall be carried out in three shifts of 8 hours each;
- (2) All associated equipment (like beds, wheel chair, stretcher, oxygen cylinder, and ECG machine) and skills required shall be made available for carrying out basic treatment to *In-Patients*.
- (3) Injections, inoculations and medication shall be administered in a timely manner to IP patients or OP referred patients, as directed by the Medical Officers; and

(4) The Medical Officers shall complete all other assigned work.

C. Day Care (DC) Services

The Service Provider shall provide the following as a minimum requirement towards the *DC Services*:

- (1) The Day care services shall be operated 24 hours all days throughout the year. The daily working shall be carried out in three shifts of 8 hours each;
- (2) All associated equipment (like beds, wheel chair, stretcher, oxygen cylinder, and ECG machine) and skills required shall be made available for carrying out basic treatment.
- (3) Injections, inoculations and medication shall be administered in a timely manner to patients, as directed by the Medical Officers; and
- (4) The Medical Officers shall complete all other assigned work.

D. Pathology Services

The Service Provider shall provide the following as a minimum requirement towards the *Pathology Services*:

- (1) Pathology Laboratory shall run for 1 shift of 8 hours every day;
- (2) The Service Provider shall depute one competent *Laboratory Technician* (as per *Annexure A*), who shall be available for collecting the sample and other related works;
- (3) All equipment and skill required to carry out basic tests of haematology, cytology and biochemistry shall be made available in the PHC;
- (4) Service Provider shall arrange to carry out Pathological Tests in empanelled hospitals or other state-of-the-art facilities in the city of Jodhpur or elsewhere, of such tests for which facilities are not available in Pathology Laboratory. For such Pathology Tests, the non-fixed costs would be reimbursed by the Institute to the Service Provider on CGHS rate, in case CGHS rate for the Item is not available it would be reimbursed on AIIMS rate.

E. Pharmacy Services

The Service Provider shall provide the following as a minimum requirement towards the *Pharmacy Services*:

- (1) The Pharmacy shall operate 24 hours each day all through the year;
- (2) The Service Provider shall depute competent persons (as per in *Annexure A*), who shall be available in shifts round the clock for dispensing the medicines. Also, persons deployed in the Pharmacy shall maintain stocks and inventories, check bills, work in other facilities of the PHC and perform other related works, as may be assigned to her/him from time to time;
- (3) The Service Provider shall make available without fail at the Pharmacy all essential and nonessential medicines, drugs, injections, surgical consumables and other general medically related items;
- (4) Anti-Snake Venom of 2 vaccines should also be available in Primary Health Center 24X7.
- (5) The Service Provider shall follow all statutory norms laid down relating to running a Pharmacy;
- (6) The Pharmacy shall act in accordance with the *Two Slip System* adopted by the Medical Officers, in line with the payment scheme clarified by the Institute. The Service Provider shall ensure that Medical Officers do no *over-prescribe* medicines to Patients, for any reason whatsoever;
- (7) The non-fixed costs would be reimbursed by the Institute to the Service Provider on CGHS rate, in case CGHS rate for the Item is not available it would be reimbursed on AIIMS rate.
- (8) The stock of essential and non-essential medical items should be made available at any time for the inspection of persons authorised by the Institute.

F. Ambulance Service

The Service Provider shall provide the following as a minimum requirement towards the *Ambulance Service*:

- (1) The Service Provider shall keep on standby at the PHC, one well-maintained Traveller ambulance vehicle along with a Driver. This Ambulance Vehicle shall be equipped with facilities and equipment necessary (as laid down by the relevant Statutory Bodies) to monitor & maintain vitals of human body during transportation of emergency patients to Secondary and Tertiary Medical Facilities in the City of Jodhpur or elsewhere;
- (2) The Ambulance Service Vehicle shall be available at the PHC operate 24 hours each day all through the year, except when detailed on a trip to a said *Secondary and Tertiary Medical Facilities* in the City of Jodhpur or elsewhere; and
- (3) The Service Provider shall quote for extra mileage of the vehicle, beyond 1,500 km/per month.

G. Other Related Services

The Service Provider shall provide the following as a minimum requirement towards the *Other Related Services*:

(a) Furniture and Equipment

The Service Provider shall arrange to adequately furnish the entire PHC with all necessary furniture (medical and non-medical) required for managing the functioning the PHC.

(b) Dressing Room Services

The Service Provider shall depute one competent Dresser (as per Annexure A) available 24 hours on all days round the year (in shifts of 8 hours per shift) to attend to Patients needing dressing; perform work relating to dressing requirements; perform minor stitching, opening of stitches, auto-cleaning of dressing material; applying POP plasters; and ensure neatness and cleanliness of the Dressing unit as per medical norms. The dresser shall work under guidance of the Medical Officers and discharge duties assigned to him/her to the satisfaction of the Medical Officers.

(c) Physiotherapy Services

The Service Provider shall depute at the *PHC*: (i) a competent *Physiotherapist*, and (ii) competent *Assistants*, with sufficient work experience in the subject domain, to perform duties assigned by the Physiotherapist.

(d) Sanitation Services

The Service Provider shall dispose (as per prevalent national laws and requirements) all biomedical, chemical and radiological waste generated within the Primary Health Centre, including its segregation, transportation, storage, treatment and destruction. Service Provider should be registered for biomedical waste. Only general cleaning of the Health Centre will be done by the Institute. The Service Provider shall arrange to maintain the premises and indoor rooms of the PHC, wards, toilets, etc., in clean, neat and hygienic conditions, as per the instructions and guidance of *Authorized Representative* of the Institute.

(e) Office Support Services

The Service Provider shall depute competent supporting Staff Members (as per Annexure A), who can: (i) facilitate the registration of patients of OPD, IPD and Emergency, (ii) assist and transfer injured and sick patients to referral hospitals, (iii) co-ordinate to get treatment in empanelled hospitals, (iv) support in ambulance services, (v) handle medical booklets, (vi) distribute the medical reports and upkeep of records thereof, and (vii) assist the Medical Officer, In-charge of PHC, as and when required.

The Service Provider shall depute one competent *Manager* for coordination and management of the Medical Services. Also, he/she shall liaison with *Authorised Representative* of the Institute, and perform the tasks assigned as per guidance/advice of the *Authorised Representative* of the Institute.

2. PERSONNEL

For all the various positions mentioned in the document (Annexure A), only such persons shall be deputed at the PHC, who:

- (1) Have integrity and possess the desire to serve the sick;
- (2) Are competent (with adequate *educational qualification* and *experience* as per the requirements laid down in the relevant guidelines of medical profession for the said posts, and necessary *skills* duly certified by an authorized body). The Service Provider shall produce all such certificates to demonstrate the due competence of the persons to demonstrate their educational qualification, experience and skills; and
- (3) Are cleared/approved by the *Authorised Representative* of the Institute, after duly verifying the pre-requisites laid down for each post before the person is deployed at the PHC.

The persons so deployed shall carry out the assigned work diligently and honestly and shall report any problems, they encounter in discharging their duties, to the Medical Officer Incharge of the PHC. In no case, they shall act *suo-moto* without the written consent of the Medical Officer In-Charge. They are expected to become conversant with the relevant rules and regulations of the Institute on matters related to the PHC, within three months of their joining the duties at the PHC. Also, they are expected to be computer savvy and competent to handle all the apparatus and equipment available with the PHC related to their tasks.

Based on the innate nature of work, the persons deployed may face a little work pressure on some days. They are required to:

- (1) Not argue with patients or superiors, and in no case, misbehave with patients or persons accompanying them;
- (2) Report to the Medical Officer In-charge of PHC for necessary action, any incident of altercation with patients or persons accompanying them;

Also, the Medical Officers and Staff Members are required to have good habits with regard to cleanliness and hygiene. The Medical Officers and Dressers shall wear white uniform compulsorily, in all Indoor and Dressing activities. And, all support Staff Members shall wear the uniforms as decided by the Medical Officer In-charge of PHC. While on duty, the persons deputed at the PHC shall wear invariably neat and tidy uniforms.

The Service Provider shall provide:

- (1) All persons deputed at the PHC with sufficient numbers of uniforms; in this regard, the persons deputed shall not be charged any money whatsoever; and
- (2) All equipments and tools required for performing the tasks at the PHC.

3. ELIGIBILITY CRITERIA

The prospective Service Provider must:

- (1) Be a Company/Firm registered with the *Registrar of Companies* or *Societies* under the relevant Act:
- (2) Have an experience of a minimum of 5 years in the relevant area for providing similar services to reputed organizations; details supporting the claim shall be furnished in Annexure B along with the Commencement letter;
- (3) Have been awarded at least one similar contract with *total contract value* of more than Rs.50,00,000 in last 2 years or turnover will 50 lakhs on average basis for last 2 years.
- (4) Have its own *Code Numbers* from the *Employees Provident Fund and Misc. Provisions Act*, 1952, and *Employees Insurance Act*, 1948. If not, the successful Service Provider shall seek compulsorily *Registration* and *Code Numbers* within a four weeks after award of the contract, from the Jodhpur offices of the *EPF* and *ESI*, where the EPF & ESI contributions of the Employees have to be deposited. The award of the contract to the successful Service Provider shall be liable for termination/cancellation, if it fails to obtain the said *Code Numbers* from offices of the respective Offices;
- (5) Be registered under the *Income Tax Act* and the *GST Act*, if applicable; and
- (6) Not have been debarred or blacklisted by any Department of the Central Government or any State Government of India; an affidavit shall be furnished as per Annexure C.

4. SUBMISSION AND OPENING OF BIDS

A. Submission of Tender

The following are the *Terms & Conditions* related to the Submission of the Tender:

- (1) Pre-bid meeting will be held at 16:00 hours on 28 April 2017 at S1 Room, Administrative Block, IIT Jodhpur (in Temporary Campus in Old Residency Road, Ratanada). The prospective Service Providers are requested to attend the pre-bid meeting on scheduled date and time. Technical requirements, Terms & Conditions, or any other query related to this tender shall be opened for discussion for wider competition and competitive prices. The pre-bid queries to be submitted latest by 15:00 hours on 28 April 2017 on the official email provided in this document for the purposes. No query shall be admitted after the prescribed timeline. The Tender of the prospective Service Providers should be received as mentioned in the appropriate manner latest by 15:00 hours on 15 May 2017;
- (2) The prospective Service Providers may inspect the premises before submitting their bid;
- (3) Tenders in *the name of the Minors* or *on behalf of the Minors* will be rejected, duly forfeiting the EMD;
- (4) In case of Firms, Companies, Institutes, *etc.*, only the authorized representative can submit the tender application along with authorization letter;
- (5) The tender form, duly filled in, along with the *Demand Draft* in original towards the EMD amount should be enclosed together with the form of *Terms and Conditions* with signatures on each page and any other supporting certificates shall be kept in a cover, the Name and Address of the Service Provider shall be indicated;
- (6) The tenders received after the stipulated date and time will not be accepted. Tenders will be opened by the Committee. The Service Providers or their authorized representative (only one) may present while opening the sealed covers;
- (7) The Tender forms not accompanied by the Demand Draft or Banker's Cheque in original from Nationalized Banks towards the requisite EMD; incompletely filled in Tender forms and unsigned *Terms & Conditions* will be rejected;
- (8) Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Institute will summarily be rejected at the time of opening of Tenders;

- (9) The Service Provider shall sign on each page of Tender form, and duly enclose the requisite EMD in sealed cover. The name of the Services for which the tender quoted shall be written in capital letters on top of the sealed cover. The sealed cover shall be dropped by the Service Provider in the Tender Box kept at the Administration Block at the Temporary Campus of the Institute in Old Residency Road, Ratanada; and
- (10) The Tender can be submitted in *Hindi* or *English*.

The Tender shall be submitted in line with *Two Envelope System*, namely:

- (1) *Envelope 1* shall contain *Technical Bid*, giving details of the prospective Service Provider; the details of the *Technical Bid* shall be provided in line with the format provided in *Annexure D*;
- (2) *Envelope* 2 shall contain the *Financial Bid*, giving details of payments being sought from the Institute by the Service Provider; the details of the *Financial Bid* shall be provided in line with the format provided in *Annexure E*.
- (3) Each of the above two envelopes should be sealed *separately*, and super-scribed with *Tender Number*, *Envelope Number* (1 or 2), *Name of the Bid* (*Technical Bid* or *Financial Bid*), and Name of the prospective Service Provider; and
- (4) The two envelopes (*Envelope 1: TECHNICAL BID*, and *Envelope 2: FINANCIAL BID*) should be placed in a third envelope *Envelope 3*.
- (5) In the preparation of the Financial Bid, the prospective Service Provider shall consider costs incurred towards completely managing the PHC of the Institute, in two parts, namely: (a) *Fixed Costs*, and (b) *Non-Fixed Costs*.

The *Fixed Costs* shall include lump sum amount for:

- (a) Wages and salary of its employees, including of resident *Medical Officers*, *Nursing Staff Members* and *Administrative Supervisors*,
- (b) Charges towards supply and service provided using medical equipment,
- (c) Charges towards supply, maintenance and repair of furniture,
- (d) Charges towards laundry of hospital linen, and
- (e) Charges towards Specialized Outpatient Consultation by non-resident Medical Officers;
- (f) Charges towards Nursing for treatment of patient;
- (g) Charges towards said Sanitary Services;
- (h) Charges towards managing in- patients;
- (i) Charges towards providing the Ambulance Service Vehicle shall be quoted for 1,500 km/per month along with charges payable for extra kilometer.
- (j) Specialized OPD consultation: No other costs shall be payable.

The *Non-Fixed Costs* shall include:

(a) Costs of authorized medicines and consumables, prescribed by the Medical Officers to indoor and outdoor patients; the same shall be reimbursed by the Institute on production of proper verified claim documents;

No other costs shall be payable.

- (6) In the *Financial Bid*, the Service Provider shall quote for *Fixed Costs* for 1 year from the commencement of the Contract; this quoted value shall be the basis for determining the lowest bid.
- (7) The Institute will increase 10% of *Fixed Cost* of Contract Value for 2nd year.
- (8) The Institute will reimburse the *Non-Fixed Costs* as per the norms laid down for the same by the relevant statutory bodies.

B. Earnest Money Deposit (EMD)

The following are the *Terms & Conditions* related to the EMD of the Tender:

- (1) The Service Provider shall be required to submit a refundable *EMD* for an amount of Rs.1,00,000 (Rupees One Lakh), only in the form of *demand draft*, which is drawn in favour of *Director*, *IIT Jodhpur* payable at Jodhpur;
- (2) The refund of EMD amount will not carry any interest;
- (3) The EMD is not exempted to any Organizations, Institutions, Communities, Societies, and Voluntary agencies;
- (4) The EMD of the Service Provider, whose tender has been accepted, will be returned on submission of the performance security, and for unsuccessful bidder(s), it would be returned after award of the contract;
- (5) The EMD of the successful Service Provider shall be forfeited, if it refuses or neglects to execute the order or fails to furnish the required performance security within the time frame as specified by the Institute; and
- (6) After the award of the contract to the successful Service Provider, the EMD of the unsuccessful Service Providers will be refunded within 30 days.

C. Opening of the Tenders

The following are the *Terms & Conditions* related to the Opening of the Tenders:

- (1) The Tenders will be opened at 16:00 hours on 15 May 2017 at Visitors' Room, Administration Block, IIT Jodhpur, Old Residency Road, Ratanada, Jodhpur. The Bidder or its authorized representative holding authorization letter, who wish to be present at the time of opening of tenders, can attend the tenders. The Bidder or its authorized representative shall produce *self-attested copy* of valid Photo Identity Card (PAN Card, AADHAR, Voter Identity Card, Driving License Passport, or Ration Card). In case of date of opening of tender is declared as a holiday, then the date of opening will be the next working day; and
- (2) Financial bid(s) will be opened only of Service Providers found technically competent.

5. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

The bidder must attach the copies of following documents along with its bid:

- (1) Income Tax Registration Certificate/PAN Number;
- (2) Firm/Company Registration Certificate;
- (3) Service Tax Registration Certificate/Number, if any;
- (4) EPF and ESI Registration Certificates/Code Numbers;
- (5) TIN Number, if any;
- (6) Other Statutory Registrations/Licenses, if any;
- (7) Bank Solvency Certificate as on 31st March 2017;
- (8) Details of top 5 Assignments with commencement certificate (as per *Annexure B*);
- (9) Profit & Loss A/Cs for the last three financial years (from 2013-14 and onwards); audited balance sheet and profit and loss accounts for respective years must be attached;
- (10) Affidavit of tie up with reputed hospital and laboratory in Jodhpur City;
- (11) Demand Draft of Rs.1,00,000 (Rupees One Lakh) towards EMD; and
- (12) Other documents, if any, as provided elsewhere in the Tender document.

The bidder shall submit the self-attested copies of the above documents (other than the Bank Draft). Any bid not accompanied by any of such documents shall be rejected.

6. OTHER INSTRUCTIONS

The other instructions related to submitting the bid are as below:

- (1) The bid document shall be complete in all respects, and every page of the same along with all attachments shall be signed by the authorised person on the behalf of the bidder;
- (2) Striking off of any text shall be avoided. But, if the same is unavoidable, it shall be duly attested and re-signed;
- (3) The bid shall neither be ambiguous nor contain insufficient information. The bidder shall not be allowed to make any addition or alteration in the bid after submission. Also, conditional bids shall not be entertained;
- (4) If the space for any information to be provided in the bid against any column(s) is insufficient, the same may be provided in a separate sheet and duly attached with the bid;
- (5) The successful bidder, to whom acceptance of its bid, has been finally communicated, shall furnish a non-judicial stamp paper of Rs.100 its name (at its own cost) for signing of the agreement; and
- (6) These guidelines and letter of acceptance of the bid shall form the part of the agreement to be signed by the successful party.

7. INSTITUTE'S DISCRETION TO REJECT THE BIDS

Bids, which do not fulfil any of the said conditions, incomplete bids, or bids that are misleading in any respects, shall be liable to be rejected. The Institute reserves the right to reject any one or all of the Tenders received, without assigning any reason thereof. Also, no correspondence will be entertained in respect of the decisions arrived by the Tender Committee.

8. TERMS AND CONDITIONS

The *Terms & Conditions* related to the Tender are as below:

- (1) Institute will provide physical facilities like electricity, water, security and sanitation services to Service Provider excluding disposal of biomedical waste;
- (2) Institute will provide appropriate physical premises for setting up of health centre, pharmacy and other facilities as per scope of the contract;
- (3) The Service Provider shall ensure that fire detection and suppression measures installed inside the premises are kept in working condition at all times, and also ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires;
- (4) The Service Provider shall manage the facilities of the PHC under the supervision of *Authorized Representative* of the Institute; and
- (5) The Service Provider cannot sublet any Service under the Contract; if the Service Provider is found to do so, the Tender will stand terminated.
- (6) The Institute will not provide transportation facility to any member deployed by the Service provider for Primary Health Center.

9. DEPLOYMENT OF PERSONNEL

The following are the *Terms & Conditions* related to the *Deployment of Personnel*:

- (1) The Service Provider shall have the freedom to engage, appoint, disengage, transfer, suspend, remove, terminate, retrench, or dismiss any person as its employee/worker, to supervise, control and manage their affairs, and to take other disciplinary action, etc., against them. No employee of the Service Provider shall be deemed to be the employee of the Institute staff for any purposes, nor shall they have any right/claim for continuity or absorption in the Institute in any manner, whatsoever;
- (2) The Service Provider shall be responsible to allot the duties to every person deployed at the PHC in consultation with and guidance of the Medical Officers In-charge of the PHC;

- (3) The employees of the Service Provider shall report to the Service Provider, who shall be responsible to maintain daily register of their attendance and to submit a copy of the attendance to Medical Officer In-charge of the PHC;
- (4) The Service Provider shall arrange the duties of his/her employees in such a manner, that each of them gets at least one day off every week;
- (5) No person below the age of 18 (eighteen) years of age shall be deployed on the work, and all persons employed shall have normal health with no major ailments;
- (6) The Service Provider shall pay without fail wages to its employees wages for the month latest by the 7th of the following month, irrespective of whether his payments have been made by the Institute or not. The payment of wages shall be made only through direct credit transfer to the respective bank accounts of the concerned employees; no cheque or cash payment shall be made by the Service Provider;
- (7) The Service Provider shall furnish a complete list of employees before signing the agreement to begin with and at least one week before the start of work, in case of appointments made after signing the agreement. Also, the Service Provider shall furnish to the Authorised Representative of the Institute, passport size photographs of each of its employees along with proofs of their residential addresses and an undertaking of their good character and antecedents;

10. DISCIPLINE AND CONDUCT

The following are the *Terms & Conditions* related to the *Discipline & Conduct*:

- (1) The Service Provider herself/himself and her/his employees shall adhere to the basic norms and code of conduct applicable to employees of the Institute, and maintain discipline and decorum and follow the instructions, directions, etc., of the Medical Officers, their superiors, *Authorities of the Institute* and security personnel;
- (2) The Institute shall be entitled to search the Service Provider, her/his employees, her/his agents and/or their vehicles inside its premises of the Institute, and while entering or leaving the premises;
- (3) The Service Provider herself/himself and her/his employees shall not smoke or consume alcohol or drugs on the campus, or shall not come to work after consuming the same outside the Institute. Violation of this rule by the Service Provider or her/his employees shall render them liable for prosecution as per prevalent national and state laws; they shall be automatically disqualified from being deployed on the work at the Institute;
- (4) The Service Provider shall be bound to remove or withdraw such of its employees, who are deployed at the PHC from the work/duty, and restrain them from entering the premises of the PHC of the Institute, as per guidance of the *Authorised Representative* of the Institute, who are:
 - (a) Guilty of any misconduct,
 - (b) Found to be incompetent or insufficiently competent,
 - (c) Negligent in performance of their duties,
 - (d) Indulge in theft or any illegal, irregular activity, etc., or
 - (e) Not desirable to continue rendering the duties at the Health Centre or to be deployed in any of the work, for other administrative & reasons as established by the *Authorised Representative* of the Institute and duly approved by the Competent Authority of the Institute;
- (5) Any person, so removed from the work, shall not be redeployed ever in the PHC, and shall immediately be replaced (at the expense of the Service Provider) by a competent substitute;
- (6) The Institute shall all times reserve the right to allow or deny entry to any of the employees of the Service Provider into the premises of the Institute;

- (7) The Service Provider shall be responsible for proper behaviour at the work of all of her/his employees, and shall exercise a due degree of control over them;
- (8) The Service Provider shall be bound to prevent and prohibit any employee from trespassing or acting in any way, which may be detrimental or prejudicial to the interests of the campus community and/or Institute; and
- (9) The Service Provider under the guidance of the Medical Officer In-charge of the PHC, shall at her/his own cost issue *Identity Cards* to its all its employees deputed for rendering the said services at the PHC, and which the employees shall produced whenever asked for by the Institute authorities and Security Personnel.

11. SECURITY DEPOSIT

The following are the *Terms & Conditions* related to the *Security Deposit*:

- (1) Within 15 days of the award of the contract, the Service Provider shall furnish a security deposit amounting to 10% (duly rounded off) of total value of the contract, in the form of *Bank Draft or Fixed Deposit Receipt (FDR) as Performance Bank Guarantee* drawn in favour of *Director, IIT Jodhpur*, payable at *Jodhpur*; the same shall be valid for entire period of contract. It shall remain with the Institute till three months after the expiry of the contract, and shall be refunded on written request submitted by the Service Provider in this behalf;
- (2) If the term of the contract is extended for any further duration, the Service Provider shall furnish a *fresh Performance Bank Guarantee* in the form of *FDR* or Bank Draft drawn in favour of *Director*, *IIT Jodhpur*, valid for such extended period; the value of the same shall not be less than 10% (suitably rounded off) of total value of the contract for the said extended period. The FDR submitted towards security deposit for initial period of contract shall be refunded only after a fresh FDR has been furnished as aforesaid for the extended period of contract;
- (3) If the Service Provider fails to submit the said security deposit as mentioned above, the EMD shall be liable to be forfeited and award of the contract shall be liable to be cancelled; and
- (4) Any sums or dues recoverable from the Service Provider on any account, whatsoever, shall be adjusted from the said security amount before its refund.

12. STATUTORY AND OTHER COMPLIANCES

The following are the *Terms & Conditions* related to the *Statutory and other Compliances*:

- (1) The Service Provider shall comply with all labour laws and keep the Institute absolutely indemnified, immune and absolved in respect thereof;
- (2) The Institute is registered under the provisions of the *Contract Labour (Regulation and Abolition) Act, 1976,* from the Office of the *Regional Labour Commissioner* at Jodhpur and accordingly, the Service Provider shall obtain, within a reasonable time after award of the contract, the license from the aforesaid office under the provisions of the said Act and submit a copy of the license to the *Authorised Representative* of the Institute;
- (3) The Service Provider shall obtain, within a reasonable time after award of the contract, its own *Code Number* under the *Employees Provident Fund and Misc. Provisions Act, 1952* and *Employees State Insurance Act, 1948* from offices of the concerned departments. Their registration under above Acts from the offices of other places shall not be entertained.
- (4) The Service Provider shall deposit the *EPF* and *ESI* contributions towards the share of self as well of her/his employees at the offices of the respective departments within the stipulated time; these genuine documents of such deposits along with a copy of the challan and return shall be submitted to the Institute for reimbursement at the end of each month;
- (5) The Service Provider shall not pay to any of its employees deployed on the work, *wages* which are less than the minimum wages plus dearness allowance, which are prescribed from time to time by the *Central Labour Department*, *Jodhpur*, or are *in-force* in the PHC of the Institute;

- (6) In carrying out the contract, the Service Provider shall be responsible for strict compliance of all the statutory provisions of different labour laws and other enactments, Statutes, Rules, Regulations and Orders of the Competent Authorities, including the Acts, like the Employees Compensation Act, 1923; the Payment of Wages Act, 1936; the Payment of Bonus Act, 1965; the EPF and MP Act, 1952; the Payment of Gratuity Act, 1972; the Minimum Wages Act, 1948; the ESI Act, 1948; the Equal Remuneration Act, 1976, and others as may be applicable from time to time;
- (7) The Service Provider shall be solely responsible for payment of wages, maintaining service conditions, and adhering to *Terms & Conditions* of employment, etc., of its employees; she/he be liable for maintaining all requisite records, submission of time bound returns, display of notices, etc., as provided in various enactments. The *Authorised Representative* of the Institute or the *Competent Authority* of the Institute shall be entitled to inspect all such records at any time;
- (8) The Service Provider shall ensure that its employees comply with the prevalent *safety & security* regulations of the Institute;
- (9) By signing on the *Agreement of Contract*, it is deemed that the Service Provider has expressly understood that he/she is fully responsible to ascertain and understand the applicability of various Acts, and shall take necessary action to comply with the requirements of Laws of the land; and
- (10) The Service Provider, in overall perspective and sprit of this Agreement, shall be wholly responsible for ensuring and honouring the performance of the work elements of the contract as enumerated above to the satisfaction of the *Authorised Representative* of the Institute or the *Competent Authority* of the Institute; and
- (11) This contract shall be executed under overall *control & supervision* of the *Authorised Representative* of the Institute, in close liaison with the *PHC Monitoring Committee* of the Institute constituted for the purpose.

13. INDEMNITY

The following are the *Terms & Conditions* related to the *Indemnity*:

- (1) The Institute shall stand absolutely indemnified, immune and absolved in respect of all damages, claims, penalty, compensation, financial and other liabilities, whatsoever, if the Institute is put to any as such situation, which are caused due to:
 - (a) Any accident or injury to any employee of the Service Provider in course of the performance of the contract;
 - (b) Non-compliance/non-fulfilment of any of the obligations, statutory or otherwise, for which the Service Provider is liable;
 - (c) Non-fulfilment of the obligations under various Acts and Statutes or the issues concerning the service related matters or non-payment of wages, minimum wages, gratuity, bonus, etc., of its employees, whether during their deployment at the PHC or after expiry of the contract; and
 - (d) Any penalties, payments for lapses, defaults or liabilities on part of the Service Provider and for which the Institute is subjected or made to pay for;
- (2) In case, the Institute is forced to pay any cost of any nature on account of Service Provider's liabilities as above, the same shall be paid back by the Service Provider to the Institute within 15 days after receipt of the notice from the Institute in this behalf, failing which, it shall be recovered from the payments due to the Service Provider, from the security deposit or through other lawful mode, as is deemed appropriate by the Institute;

- (3) If any shortfall is caused in the Security Deposit deposited by the Service Provider, for any reason as above, otherwise or as provided elsewhere in this document, the same shall be made good within 15 days of the receipt of the notice issued by the Institute in this behalf; and
- (4) The Service Provider *in particular* and without prejudice to the said generality, shall be wholly liable for all consequent claims or actions for damages or injury, whatsoever, in this regard. The decision of the Institute on any matter, arising under this clause, shall be binding in finality, on the Service Provider.

14. OTHER OBLIGATIONS OF THE SERVICE PROVIDER

The following are the *Terms & Conditions* related to the *Other Obligations of the Service Provider:*

- (1) The successful bidder will be required to enter into an *Agreement of Contract* as the *Service Provider*;
- (2) The Service Provider shall make good, at her/his own expense, the losses or damages to the property of the Institute caused/having arisen by the acts of *commission*, *omission*, *negligence* or *otherwise*, of its personnel and of self, while providing the said services at the Institute;
- (3) If any theft or loss of any items of the Institute occurs during the period of this Agreement, the Service Provider shall be liable for the same and shall make good the loss; and
- (4) In the event of failure of the Service Provider in providing the services or part thereof, as mentioned in this Agreement for any reasons, whatsoever, the Institute shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Institute the difference of payments made to such other sources, and also the damages at double the rate of payment for the period of failure in providing the services or part thereof.

15. BILLS AND PAYMENTS

The following are the *Terms & Conditions* related to the *Bills and Payments*:

- (1) The cost includes the present prevailing minimum wages notified by the Central Labour Department, administrative charges of the Service Provider towards EPF/ESI, amounts of bonus and gratuity payable, if any, to its employees and the cost of uniforms and other consumables. Also, the cost includes salary and wages payable to employees, including those who may be deployed to supervise and control the performance and work of subordinate staff;
- (2) The Service Provider shall present the bill for providing services for the month under the contract, duly *pre-receipted* on proper revenue stamp latest by the first week of every month. The Service Provider shall furnish to the same to *Authorised Representative* of the Institute;
- (3) Payments due to the Service Provider under the contract shall be made by the Institute through electronic transfer only;
- (4) The Medical Officer of the PHC shall endorse the following certificate on the monthly bills submitted by the Service Provider, before recommending it for payment:

"It is certified that the bill raised is only for the services provided as per the scope and terms & conditions of the Agreement of Contract, for the said period of the contract and to the satisfaction of the Users."

(5) The Service Provider shall submit the bill along with the proof of having paid due *wages* to all employees engaged along with those for the payments of *ESI* and *EPF* contributions towards the share of both the parties, *i.e.*, the employees and the Service Provider, for the preceding month. But, if at any stage, it is detected that the Service Provider has not deposited the shares of contributions of the employees and the self towards EPF and ESI, the Service Provider shall be liable to be penalized by the Institute, in a manner the Institute

- deems appropriate, and for forfeiting the entire Security Deposit;
- (6) The Service Provider shall under its signature and seal certify the genuineness of payment of wages as well as all other payments including those of EPF and ESI contributions;
- (7) With regard to monthly bills, all efforts shall be made by the Institute to make the payment within 10 working days of submission of bills. Notwithstanding the same, the Service Provider shall make payment to her/his employees by 7th day of every month, failing which a penalty of Rs.1,000 per day may be imposed by the Institute; and
- (8) With regard to payment at the end of the contract, the payment of the final bill shall be made by the Institute to the Service Provider, within 30 days from the expiry/termination of the contract, as far as possible, provided the claim is accompanied with the wage register for the entire period of contract, duly authenticated by the Service Provider as well as the Medical Officer of the PHC.

16. TERM OF THE CONTRACT

The period of contract will be for *one year* initially, and is extendable to *one year* on the same terms and conditions, subject to the satisfactory performance of the services provided by the *Service Provider* during the said period of the contract and in line with the *Agreement of Contract*.

The Institute reserves the right to appoint *another Service Provider* or adopt another mechanism considered suitable for providing the comprehensive Medical Services (including those provided in this contract) from the date of termination of contract without any liability to the Institute, whatsoever.

17. PENALTY

If the Service Provider fails to commence the work on any day due to any reasons, whatsoever, a penalty upto 10 % of the monthly contract value, for per day of default, shall be deducted from the monthly bill. But, if the services are disrupted for two consecutive days, the contract may at sole discretion of the Institute be rescind without any notice. Simultaneously, the security deposit shall also be liable to be absolutely forfeited.

18. INTERPRETATION

Shall there be any dispute or confusion in regard to any stipulation of this agreement, the same shall be referred to *Director*, *IIT Jodhpur*, whose decision in this regard shall be final and binding on the parties.

19. TERMINATION OF CONTRACT

The following are the *Terms & Conditions* related to the *Termination of Contract*:

(1) Either party can terminate this *Agreement of Contract* by giving SIX month's written notice to the other without assigning any reasons, whatsoever and without payment of any compensation, thereof. But, the Institute shall give notice for termination of this Agreement to the Service Provider, when there is any *major default* (which shall be determined by the Institute at its discretion) in compliance of various *Terms & Conditions* of the Agreement of Contract, or when the Service Provider has *failed to comply with its statutory obligations*. In that event, the Service Provider will move out of the premises of the Institute with his men and material, if any. Understandably, this discretion of termination of this *Agreement of Contract* by the Institute will be exercised judiciously, since the Service Provider is rendering the essential and public utility services;

- (2) If the Service Provider does not provide services in conformity with the *Agreement of Contract*, the contract can be terminated by the Institute. These special conditions include:
 - (a) The Service Provider does not commence any work by the stipulated date;
 - (b) The Service Provider suspends substantial work, without prior approval of the Institute;
 - (c) The Service Provider fails to carryout and execute the elements of contract to the satisfaction of the Institute;
 - (d) The Service Provider commits or permits breach of any other kind, or observes or persists in any of the above mentioned breaches of the contract, even after the Institute has given a notice in writing to the Service Provider requiring such breach to be remedied;
 - (e) The Service Provider abandons the work; in such cases, the Institute reserves the right to enter the premises, to take possession thereof of all facilities, to rescind the contract and to carry on with the work by the Service Provider's workmen and Supervisors, as the Institute in its absolute discretion may think proper, without making any payment to the Service Provider;
- (3) This *Agreement of Contract* may be terminated forthwith, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors; and
- (4) This *Agreement of Contract* can be terminated by the Institute in terms of the stipulation provided elsewhere in this Agreement.

20. CONSEQUENCES OF TERMINATION

Either party's liabilities for any charges, payments or expenses, due to the other party, which may have accrued prior to the termination date, shall not be extinguished by such termination, and such amounts (if not otherwise due on an earlier date), shall become immediately due and payable on the termination date.

21. SURVIVAL

Any obligation under the *Agreement of Contract*, which either expressly or by their nature, is to continue after termination or expiration of this agreement, shall survive and remain in effect.

22. FORCE MAJEURE

The following are the *Terms & Conditions* related to the *Force Majeure*:

- (1) In the event of either party being rendered unable, by force majeure, to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure, shall be suspended for the period during which such cause lasts. The term *force majeure* as employed herein shall mean *acts of God, war, revolt, riot, fire, flood* and *acts & regulation* of the Government of India or any of its authorized agencies;
- (2) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing within 7 (seven) days of the alleged beginning and ending, thereof giving full particulars and satisfactory proof;
- (3) The time for performance of relative obligations suspended by the force majeure, shall be extended by the period for which the cause lasts or condoned by the Institute without any penalty; and
- (4) If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the opinion of cancelling the Contract in whole or in part thereof at

its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

23. ARBITRATION

Except as otherwise provided anywhere in this Agreement, if any dispute, difference, question of disagreement or matter, or whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Contract or out of or relating to the contract or breach thereof, the same shall be referred to a *Sole Arbitrator* to be appointed by *Director*, *IIT Jodhpur*, at the time of dispute. In this regard:

- (1) If during the process of arbitration, the *Arbitrator*, to whom the matter is originally referred, dies or refuses to act or resigns for any reason from the position of arbitration, it shall be lawful for Director, IIT Jodhpur, to appoint *another* person to act as *Arbitrator* in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed *de-novo*;
- (2) The party invoking the *Arbitration* shall specify all disputes to be referred to arbitration at the time of invocation of arbitration;
- (3) The cost of arbitration shall be borne by the parties themselves;
- (4) The venue of the arbitration shall be *Jodhpur*;
- (5) Subject as aforesaid, the provisions of the *Arbitration and Conciliation Act, 1996* and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings.

24. JURISDICTION

The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider shall submit to the jurisdiction of the courts situated at Jodhpur for the purpose of actions and proceedings arising out of the Contract, and the courts at Jodhpur only, shall have the sole jurisdiction to here and decide such actions and proceedings.

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Indian Institute of Technology Jodhpur Tender for Medical & Paramedical Services on Permanent Campus at Karwad

Tele Fax: (0291) 244 9011; eMail: sps@iitj.ac.in

Annexure A

Manpower to be Deployed by the Service Provider in each shift at the Primary Health Centre

S.No.	Job Description	Number of Persons required	Minimum Qualification and Experience	Comment
1.	Doctor	01	M.D. degree + 5 years experience in respective field OR MBBS degree + 10 years experience in respective field	
2.	Senior Nurse	01	Diploma in Nursing + 5 years experience in respective field OR B.Sc. (Nursing) degree + 4 years experience in respective field	
3.	Junior Nurse	01	Diploma in Nursing + 3 years experience in respective field OR B.Sc. (Nursing) degree + 3 years experience in respective field	Personnel should be available round the
4.	Pharmacy	01	D.Pharma. degree + 3 years experience in respective field	clock (on shift
5.	Physiotherapist	01	Diploma or Degree in Physiotherapy + 5 years experience in respective field	basis)
6.	Lab Technician	01	DMLT + 5 years experience in respective field OR BMLT + 3 years experience in respective field	
7.	Dresser	01	Higher Secondary School Certificate + 5 years experience in respective field	
8.	Supporting Staff	01	Graduation + 5 years experience in respective field	



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Annexure B

List of Top 5 Equivalent Services rendered by the Service Provider in the last 5 years

S.No.	Name of Organization with full address	Period of Contract	Departments, Areas and units assigned	Total number of Persons Deployed	Annual Value of Contract (in Rs. Lakhs)
1					
2					
3					
4					
5					



Indian Institute of Technology Jodhpur Tender for Medical & Paramedical Services on Permanent Campus at Karwad

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Annexure C

Declaration of Service Provider regarding BEING Blacklisted or Being Debarred from taking part in any Tender by any Organisation

To be executed by the Service Provider on Rs.10 Non-judicial Stamp Paper and attested by a Public Notary / Executive Magistrate

I / We the Agency/Firm named blacklisted or debarred in the past by Union Governm or Institute in India or abroad from taking part in Gov	nent, a State Government, any organization
OR	
I / We the Agency/Firm named or debarred in the past by Union Government, a Institute in India or abroad for a period of The period of debarment completed entitled to take part in Government tenders in India. In case the above information found false, I submitted will be rejected/cancelled by Director, II	was blacklisted State Government, any organization or years with effect from
Also, the EMD/Performance Security shall stand for IIT Jodhpur, will not be responsible to pay the bills for	rfeited. In addition to the above, Director,
	Signature of DEPONENT Name Address
Attested by:	

Public Notary / Executive Magistrate



Indian Institute of Technology Jodhpur Tender for Medical & Paramedical Services on Permanent Campus at Karwad

Tele Fax: (0291) 244 9011; eMail: sps@iitj.ac.in

Annexure D

Technical bid of Service Provider for Complete Management (Providing, Equipping, Manning, Running and Managing) of Medical and Paramedical Services to the Institute

S. No.	Particulars	Details
1)	No. of Notice Inviting Tender	
2)	Name of the Service Provider	
3)	Address of the Service Provider:	
4)	Contact No.	
5)	Designation	
6)	Phone no.	
7)	e-mail	
8)	Details of EMD	
9)	Permanent Account No. (PAN)	
10)	Sales Tax Registration No.	
11)	Service Tax Registration No.	

Place:	Signature of the Authorized Signatory
	Designation:



Indian Institute of Technology Jodhpur Tender for Medical & Paramedical Services on Permanent Campus at Karwad

Tele Fax: (0291) 244 9011; eMail: sps@iitj.ac.in

Annexure E

Financial Bid of Service Provider for Complete Management (Providing, Equipping, Manning, Running and Managing) of Medical and Paramedical Services to the Institute

Number of Notice Inviting Tender	Name and Address of Service Provider	Details	Lump Sum Amount for the Tender (Rs. in Lakhs)
		 The Fixed Costs shall include: (a) Wages and salary of its employees, including of resident Medical Officers, Nursing Staff Members and Administrative Supervisors, (b) Charges towards supply and service provided using medical equipment, (c) Charges towards supply, maintenance and repair of furniture, (d) Charges towards laundry of hospital linen, and (e) Charges towards Specialized Outpatient Consultation by non-resident Medical Officers; 	In Figures:
		 (f) Charges towards Nursing for treatment of patient; (g) Charges towards said Sanitary Services; (h) Charges towards managing in- patients; (i) Charges towards providing the Ambulance Service Vehicle shall be quoted for 1,500 km/per month along with charges payable for extra kilometer. (j) Specialized OPD consultation: No other costs shall be payable. 	In Words:
		 The Non-Fixed Costs shall include: (a) Costs of authorized medicines and consumables, prescribed by the Medical Officers to indoor and outdoor patients; the same shall be reimbursed by the Institute on production of claim documents; (b) The contribution towards the share of EPF and ESI deposited by the Service Provider shall be reimbursed on production of genuine proof of its deposit with the concerned authorities. But, administrative expenses deposited by the Service Provider shall not be reimbursed and the same shall be borne by the Service Provider, 	
		(c) The Service Tax applicable and paid by the Service Provider shall be reimbursed on production of receipt of genuine deposit of the same in the Office of the Authorized Representative of the Institute; and No other costs shall be payable.	

Place:	Signature of the Authorized Signatory
	Designation:
	Name of the Service Provider:
	Address of the Service Provider: