



INDIAN INSTITUTE OF TECHNOLOGY BHILAI

invites

E-TENDER FOR PROVIDING HEALTH CARE SERVICES TO THE STUDENTS/EMPLOYEES OF IIT BHILAI AND THEIR DEPENDENTS BY RUNNING THE HEALTH CENTRE (HC) AT IIT BHILAI CAMPUS.

Tender No.: IITBh/Admin/2025-26/NIT/HC/01

Bid Publishing date: **10th June 2025**

Bid submission start date: **23rd June 2025**

Bid submission end date: **30th June 2025**

Contact Us:

Indian Institute of Technology Bhilai

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SECTION-I

Notice Inviting e-Tender

On behalf of the Director, Indian Institute of Technology Bhilai, online tenders are invited under two-bid system from reputed and experienced agencies /hospitals for providing complete medical services to the students/employees of IIT Bhilai and their dependents by running the health centre (HC) at IIT Bhilai permanent campus as per following schedule:

Tender No	IITBh/Admin/2025-26/NIT/HC/01
Tender Name	e-Tender for providing health care services to the students/employees of IIT Bhilai and their dependents by running the health centre (HC) at IIT Bhilai permanent campus.
Tender Publishing Date	10 th June 2025
Location of services to be rendered	Campus of IIT Bhilai Kutelabhata, Durg.
Period of Contract	Initially for 01 Year, further extendable annually up to 02 years on satisfactory performance of the agency.
Pre-Bid Meeting Date, Time & Venue	16 th June 2025, 11.00 AM at Health Centre, IIT Bhilai, Dist – Durg, Chhattisgarh
Bid Submission Start date	23 rd June 2025, 11:00 AM
Bid Submission End date	30 th June 2025, 15:00 PM
Date of Opening of Technical Bids	01 st July 2025, 15:00 PM
Date of Opening of Financial Bid	To be intimated later
Tender Fee (non-refundable)	₹ 2,500/- through SBI i-Collect
EMD	₹ 2,50,000/- through SBI i-Collect EMD should be paid using SBI i-collect Link https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=646425 Step1. Click Check Box to proceed for payment. Step2. Select S and P Tender Fee and EMD. Step 3. Fill all Details and Submit (This online payment receipt may be provided in the online technical e-bid)

	OR Director IIT Bhilai Account No: 35601761634 IFSC Code: SBIN0064484 Bank Name: SBI Branch address IIT Bhilai Campus, Kutelabhata Durg <i>MSME's are exempted from the payment of EMD, providing valid Small and Medium Enterprise (SMEs) certificate in relevant services/work.</i>
Performance Bank Guarantee	10% of the final tender value
Communication Address	ADMINISTRATION Indian Institute of Technology Bhilai, Kutelabhata, Dist. Durg, Chhattisgarh Email: administration@iitbhilai.ac.in

Tender document is available on CPP Portal (URL: <https://eprocure.gov.in/eprocure/>) and Institute website i.e. www.iitbhilai.ac.in.

Instructions regarding submission of online bids are available at URL: <https://eprocure.gov.in/eprocure/>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given on the above said website. The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids.

Registrar
IIT Bhilai

SECTION-II

Instructions to Bidders

1. Registration Process

- 1.1. Bidders to enrol on the e-Procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link “Click here to Enrol.” Enrolment on the CPP Portal is free of charge.
- 1.2. The bidders choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.3. Bidders are to register upon enrolment of their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- 1.4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer to “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- 1.5. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / eToken.

2. Tender Documents Search

- 2.1. Various built-in options are available in the CPP portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, location, date, value, etc.
- 2.2. There is also an option for advanced search for tenders, wherein the bidders may combine several search parameters, such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2.3. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This will enable the CPP Portal to

intimate the bidders through SMS/e-mail if any corrigendum is issued to the tender document.

- 2.4. The bidder should note the unique Tender ID assigned to each tender in case they want to obtain any clarification/help from the Helpdesk.

3. Bid Preparation

- 3.1. Bidders should consider any corrigendum published on the tender document before submitting their bids.
- 3.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3.3. Please note the number of covers in which the bid documents must be submitted the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.4. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.5. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use the “My Space” area to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded repeatedly. This will lead to a reduction in the time required for the bid submission process.

4. Bid Submission

- 4.1. Bidder shall log in to the site well in advance for bid submission so that he/she uploads the bid in time, i.e., on or before the bid submission time. Bidders will be responsible for any delay due to other issues.
- 4.2. The bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 4.3. Bidder shall select the payment option as “Off-line” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- 4.4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders should note that they should submit their financial bids in the prescribed format; no other format is acceptable.
- 4.5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc. The bidders should follow this during bid submission.
- 4.6. All the documents submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which unauthorized persons cannot view until the bid opening.
- 4.7. The uploaded tender documents become readable only after tender opening by authorized bid openers.
- 4.8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date and time of submission of the bid with all other relevant details.
- 4.9. Add scanned PDF of all relevant documents in a single PDF file of the compliance sheet.
- 4.10. The Institute shall not be responsible for any delay in submitting online Bids. The Institute reserves the right to accept or reject any bid, relax/withdraw/add any of the terms and conditions contained in the tender documents or cancel the tender without assigning any reason thereof. Institute’s decision in this regard shall be treated as final. No correspondence in this regard will be entertained.
- 4.11. Changes made in the tender documents due to reasons beyond the control of the Institute will be uploaded on the website only and no additional notification will be issued in the Newspaper. Please visit our website regularly for any corrigendum/ amendments and submit the bid documents accordingly.
- 4.12. The tenderer shall sign and stamp each page of this tender document as taken of having read, understood, and comply with tender, the terms and conditions contained herein.**

- 4.13. Manual bid/tender will not be accepted under any circumstances.
- 4.14. Incomplete bids/ documents not conforming to the directions and terms & conditions given in the tender document (including corrigendum/ addendum) shall be rejected without giving any reason. No verbal or written inquiry will be entertained regarding acceptance or rejection of the tender.
- 4.15. The benefit of MSME/ NSIC will be given to the firm registered under micro and small category only.

5. Assistance to Bidders

- 5.1. Any queries relating to tender documents and terms and conditions contained therein should be addressed to Tender Inviting Authority or the relevant contact person indicated in the tender.
- 5.2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120- 4001005.

6. General Instructions to the Bidders

- 6.1. The tenders will be received online through the portal <https://eprocure.gov.in/eprocure/app> only. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 6.2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ eToken in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from authorized certifying agencies, details of which are available in the website <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'.
- 6.3. Bidders are advised to follow the instructions provided in the 'Instructions to the Tenderers for the e-Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.
- 6.4. **Cost of Bidding** - The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will, in no case, be responsible or

liable for these costs regardless of the conduct or outcome of the bidding process.

- 6.5. **Tender Processing Fee and Bid Security (EMD)** - The tender processing fee of ₹2,500/- (non-refundable) and Bid Security (EMD) of ₹2,50,000.00 (Rupees Two Lakh Fifty Thousand only) is payable online through SBI Collect, failing which the bid will be summarily rejected. The payment link and the steps to be followed are as follows:

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=646425>

Step1. Click Checkbox to proceed for payment and select the appropriate options w.r.t. IIT Bhilai.

Step2. Select S and P Tender Fee and EMD.

Step3. Fill all Details and Submit

Note:

1. The Bid Security/ EMD can also be submitted in the form of BG as per the format given in **Annexure-G**. The bank details of IIT Bhilai are as follows:

Bank	-	State Bank of India
A/c Name	-	Director IIT Bhilai
A/c No.	-	35601761634
IFSC	-	SBIN0064484
Branch	-	IIT Bhilai Campus, Kutelabhata Durg

2. This online payment receipt may be provided in the technical e-bid.
3. Tender Processing Fee Exemption is allowed only to eligible bidders.

- 6.6. **Language of Bid** - The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in the English language.

- 6.7. **Pre-Bid Meeting** - The pre-bid meeting will be held in the presence of the Tender Committee of IIT Bhilai and the tenderers or their authorized representatives (bearing Authority letter in the format at Annexure-B) at **11.00 AM on 16th June 2025** in Health Centre, IIT Bhilai campus, Durg.

6.8. Documents Comprising the Bid - This tender will follow the two-bid system. In this system, online offers should be submitted under TWO-BID System in two separate e-packets i.e., “Technical eBid” and “Financial eBid”.

6.8.1. Technical bid: The technical e-bid containing the documents listed shall be submitted through CPP Portal.

6.8.2. Financial Bid:

6.8.2.1. The financial bid shall comprise the price component indicating the prices for each item. The duly filled BoQ in xls (excel format) and pdf will be uploaded.

6.8.2.2. **Price:** The bidders must quote their price as specified in the prescribed format (BoQ). The total amount must be legible both in words and in figures. In case of discrepancy, the amount written in words will prevail.

6.8.2.3. The prices, once accepted by the Institute, shall remain valid till the completion of the contract period. The Institute shall not entertain any increase in the rates during the period. However, in the event of any increase/ decrease in Government levy/ duties/ taxes/ wages during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said increase/ decrease in the Government levy/taxes/duty/wage, if any.

6.8.3. Notwithstanding the sub-division of the documents into separate sections or otherwise, every part of each section/ point or paragraph shall be deemed supplementary to and complimentary of every other part and shall be read into totality as part and parcel of the contract.

6.8.4. Each bid page should be numbered properly and uploaded in the same order.

6.9. Bid Currencies - Prices shall be quoted in Indian Rupees only.

6.10. Period of Validity of Bids

6.10.1. Bids shall remain valid for 180 days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive. Any benefit for downward revision of prices should be extended to the Institute.

6.10.2. In exceptional circumstances, the Institute may solicit the Bidder's consent to extending the validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid.

6.10.3. Financial Bid evaluations will be based on the bid prices without taking into consideration the above modifications.

6.11. The tender must be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. Manual submission of bids will not be considered. At its discretion, the Institute may extend this deadline for submission of bids.

6.12. **Conditional Bids** - Conditional bids are liable to be rejected summarily.

6.13. Modifications, Acceptance, and Withdrawal of Bids

6.13.1. The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of the CPP Portal.

6.13.2. No bid shall be modified after the deadline for bid submission. No documents will be accepted supporting essential criteria after the last bid submission date.

6.13.3. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder in the bid form.

6.13.4. The right of final acceptance of the tender is entirely vested with the Director, IIT Bhilai, who reserves the right to accept or reject any of the tenders in full or in parts without assigning any reason whatsoever.

6.14. **Opening of Technical Bids** - The Tender Committee will open the technical bids as per CPP guidelines on **1st July 2025** at Indian Institute of Technology Bhilai.

6.15. Clarification of Bids

6.15.1. During the evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in price or substance of the bid shall be sought, offered, or permitted.

6.15.2. No Bidder shall contact the Institute authority on any matter relating to its bid after bid opening until the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.

- 6.15.3. Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison, or contract award decisions may result in rejection of the Bidder's bid.

6.16. Evaluation of Technical Bid

- 6.16.1. Technical evaluation will be done only based on supporting documentary evidence submitted along with technical bids. In case there is no supporting documentary evidence for some of the points in the bid, zero marks will be given for such points.
- 6.16.2. The parameter to be considered for Technical Evaluation and the maximum marks for each parameter of the technical bid are as follows:
- 6.16.2.1. The technical bid will carry a maximum of 60 marks.
- 6.16.2.2. Evaluated technical score will be based on the actual marks out of a maximum of 60.
- 6.16.2.3. The Committee shall reserve the right to fix the cut-off based on the circumstances. The decision of the tender committee/ competent authority will be final in this regard.

- 6.17. **Opening of Financial Bids** - The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by the Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after the opening of technical bids.

6.18. Evaluation of financial Bids

- 6.18.1. In financial evaluation, a financial bid will carry a maximum of 40 marks.
- 6.18.2. Formula for Financial Evaluation will be $(L1 \text{ quote}/\text{Bidder's quote}) \times 40$.
- 6.18.3. A bidder ascertained as L1 as per the quoted price and evaluated total financial implications in the tender will get full marks in the financial evaluation. Other bidders will get proportionate marks in financial evaluation.
- 6.18.4. If the price quoted by the agency is abnormally low or unjustified, the bid will be liable for rejection.
- 6.18.5. If the service charges quoted by the agency is abnormally low or unjustified, the bid will be liable for rejection.

6.18.6. *For Service charge bidder may refer the **GoI, Ministry of finance OM No. F.6/1/2023-PPD, dated 6th Jan 2023.***

- 6.19. **Award Criteria** - The bidder/company/firm/agency achieving the highest combined technical and financial score after giving weight -age as mentioned in Section VII will be declared qualified. For any reason, if the highest-scoring bidder denies/ expresses its inability to accept the offer, the second or subsequent bidder who agrees to work at the rates quoted by the highest scoring bidder may be considered for the award of the work. The tender may be split into two, in case of the institute requirements to be better served.
- 6.20. **Notification of Award** - Before the expiry of the validity period, the Institute will notify the successful bidder in writing through e-mail /speed post or hand-delivered letter.
- 6.21. **Submission of Performance Bank Guarantee** - The successful bidder shall submit the Performance Bank Guarantee (10% of final tender value) within 15 days of accepting the Letter of Intent issued by IIT Bhilai.
- 6.22. **Refund of EMD to the unsuccessful bidder** - EMD will only be refunded to the unsuccessful bidders within 30 days after finalization of the Tender.
- 6.23. In the comparison of bids, preference will be given to Class – I Local Suppliers as per the provisions of the Order no. P-45021/2/2017-PP (BE-II) on Public Procurement (Preference to Make in India), 2017 dated 04.06.2020 and subsequent orders issued by the Department for Promotion of Industry and Internal Trade. Provisions of the order can be referred from the link given below:
<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

SECTION-III

Eligibility Criteria for Bid Submission

The bidders having followed the minimum qualification are eligible for bidding:

1. The bidder must be a legally valid identity, i.e., a Proprietary/Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act.
2. The bidder must have at least five years' experience in providing health care services in the field of multiple specialties and should have a minimum 25 indoor bed capacity including ICCU/NICU/ITCU, as per the requirement indicated in the Bid document.
3. The prospective bidding hospitals should have empanelment/registration with Central Government/ State Government Health Schemes for providing medical services like CGHS, ESIC, Aayushman Bharat, etc.
4. Must be registered with the appropriate registration authorities such as ESIC, EPF, Income Tax , and any other registration/ license, which are occasionally mandatory for such agencies stipulated by concerned authorities. The bidder should have a valid PAN .
5. Must have at least 15 health care personnel employed by them. The bidders having the number of health care personnel employed lesser than this may not be considered. A full list of the employees, viz., name, age, employee code, designation, experience in the field of healthcare should be attached with the Technical Bid.
6. Must have an average annual turnover of ₹1 Crores at least in the last three financial years. Audited balance sheets of the preceding three years with income and expenditure statements, profit and loss accounts, and audit reports of the last three years (2021-22, 2022-23, and 2023-24) shall be submitted with a technical bid.
7. The bidder must provide details of their firm's Income Tax for the last three financial years (2021-22, 2022-23, and 2023-24).
8. Solvency certificate of Rs. 20 Lakh from any scheduled/ nationalized bank.
9. An affidavit, in original, duly certified by a Notary that:
 - 9.1. The Partners of the firm or sole proprietor or Company has never been blacklisted by any Central Government/ State Government/ any PSU, and the name of the firm or company has not been changed in the last five years.
 - 9.2. That there is no police case/vigilance inquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been prosecuted/ punished by any Court.

- 9.3. That there are no dues towards income tax/or any other statutory authorities of the affidavit date.
10. The bidder may be asked to produce the original documents for verification at any stage of the tender process as and when sought, failing which the bids are liable for rejection.
11. Either the Registered Office or one of the Branch Offices of the bidder should be in Chhattisgarh, or the bidder should provide the declaration to establish the branch office in Chhattisgarh after securing the contract within one month.
12. The bidder /Company / Firm / Agency should have its own Bank Account.

Note:

1. Non-compliance with the Service Provider's above conditions will lead to disqualification for being non-responsive.
2. Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice for the purpose.
3. The Director reserves the right to withdraw/ relax the above-mentioned eligibility criteria, and in such a situation, the tenderer will be given sufficient time to take the changes into account. However, no relaxation will be given as far as statutory requirements are concerned.

SECTION-IV

Scope of Work

The scope of work is "Contract for providing complete health care services to the students/employees/associates of IIT Bhilai and their dependents by running the Health Centre (HC) situated at its campus in Bhilai," including Out Patient Department (OPD), In-Patient (IPD), Day Care (DC), Pathology, Emergency, and other related Services to all its Students, employees, associates and their dependents.

In particular, the following should be maintained:

- The health Centre should operate at least 20 in-patient beds 24 hours daily.
- A tentative number of competent healthcare personnel is presented on scope of work. The medical professionals associated with HC shall perform the jobs assigned by the Medical In charge/Officer of the HC. This number is subject to change with time.
- Giving proper healthcare and emergency healthcare services will be the service provider's responsibility for all the faculty, staff, dependents, associates, and students.

The detailed scope of the various functions of HC is listed below.

1. OUTPATIENT DEPARTMENT (OPD) SERVICES:

The Service Provider shall provide the following as a minimum requirement for OPD Services:

- OPD services shall operate 24 hours each day all through the year.
- As per *point no.7 Deployment* under scope of work, the health centre must be manned by competent Medical Officers and supported by competent Nursing Officers.
- While writing patients' prescriptions, the Medical Officer shall follow the two- slip System: one slip for the Pharmacy at IIT Bhilai, which will be reimbursed as per the CGHS rule, and the other slip for which the Pharmacy at IIT Bhilai cannot be reimbursed and must be paid by the patient. The prescriptions must be legible.
- The Service Provider shall arrange visits of medical specialists in Paediatrics, Obstetrics, Orthopedics, Medicine, ENT, Ophthalmologist, Dentistry, Dermatology, Psychiatry, Physiotherapy, and other areas as per the requirement of the Institute mentioned in Annexure II. Such visits would be paid at quoted rates as mutually agreed.
- The Service Provider should give Emergency Care to people as needed, and competent Medical Officers, Nursing Officers, and Paramedics shall be available 24 hours daily throughout the year.
- To provide the services will be the service provider's responsibility either on-site (HC) or in another hospital on contract/empanelled with patient's consent. Medical Officers, Nursing Officers, and Paramedics shall record the observations, diagnoses, and prescriptions in the Medical Booklet of each Patient attended, and technology to maintain this documentation can be added by the service provider.

- All equipment and skills required to provide emergency treatment (such as suturing, dressing, resuscitation, and first aid, including Snake bite, Dog bite, etc.) shall be available at HC on-site or available with the nearby hospital on contract/empanelled; necessary consumables shall be available in stock in sufficient numbers and within the validity period and will be the responsibility of the service provider, the institute will provide sufficient space for the services/ equipment's, etc.

2. IN-PATIENT (IPD) SERVICES

The Service Provider shall provide the following as a minimum requirement for the IPD Services:

- The HC shall operate at least 20 in-patient beds 24 hours a day.
- All associated equipment (wheelchairs, stretchers, oxygen cylinders, ECG machine, multi para monitor, etc.) and skills required shall be made available for primary treatment to In-Patients if already unavailable in the HC.
- Injections, inoculations, and medication shall be administered on time to IPD patients or OPD - referred patients, as directed by the medical officers.
- The Medical Officers shall complete all other assigned work and maintain proper medical records of the patients.

3. DAYCARE SERVICES

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

- The Daycare services shall be operated 24x7 on all days.
- Day care services must cover the dental procedures and for the same dental chair and dental setup shall be made available by the institute.
- Associated equipment and skills required shall be made available for essential treatment on-site or nearby centres/hospitals of contract / empanelled.
- Injections, inoculations, and medication shall be administered promptly to patients, as directed by the Medical Officers, and
- The Medical Officers shall complete all other assigned work and maintain proper medical records of the patients.

4. OTHER RELATED SERVICES

The Service Provider shall provide the following as a minimum requirement for the other related services:

Dressing Room Services: The Service Provider shall depute one nurse available 24 hours on all days around the year to attend to patients needing dressing; perform work relating to dressing requirements; perform minor stitching, Stitches removal, autoclave of dressing material; applying POP plasters; and ensure neatness and cleanliness of the Dressing unit as per medical norms. The said nurse shall work under the guidance of the Medical Officers and discharge duties assigned to him/her to the satisfaction of the Medical Officers.

Sanitation Services: The Service Provider shall dispose of (as per prevalent national laws and requirements) all biomedical, chemical and radio-logical waste generated within the Health Centre, including segregation, transportation, storage, treatment, and destruction.

- Service Providers should be registered for biomedical waste.
- The institute will do only general cleaning of the health Centres.

5. OFFICE SUPPORT SERVICES

The Service Provider shall depute competent supporting Staff Members as per the tender requirement of the IIT Bhilai, who can:

- Facilitate the registration of patients of OPD, IPD, Emergency, and software for the same to be used to digitize the data & Insurance services.
- Assist and transfer injured and sick patients to referral hospitals,
- Co-ordinate to get treatment in empanelled hospitals,
- Support in ambulance services,
- Handle medical booklets.
- Distribute the medical reports and upkeep of records thereof, and
- Assist the Medical Officer in charge of HC when required.
- The institute may assign any work related to the hospital as needed.

6. PERSONNEL

For all the various positions mentioned in the document, only such persons shall be deputed at the health centre who:

- Have integrity and possess the desire to serve the sick.
- Are competent (with adequate educational qualification and experience as per the requirements laid down in the relevant guidelines of the medical profession for 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 qualifications, experience, and skills.
- Are cleared/approved by the authorized representative of the institute after duly verifying the prerequisites laid down for each post before the person is deployed at the health centre.
- The persons so deployed shall carry out the assigned work diligently and honestly and

report any problems they encounter in discharging their duties to the medical officer in charge of the health centre. They shall not act Suo-moto without the medical officer's written consent. They are expected to become conversant with the relevant rules and regulations of the institute no matter related to the health centre within three months of joining the duties at the health centre. Also, they are expected to be computer savvy and competent to handle all the apparatus and equipment available with the health centre 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:

- Not to argue with patients or supervisors; in no case, misbehave with patients or persons accompanying them.
- Report to the medical officer in charge of the health centre for necessary action, any incident alteration with patients or persons accompanying them.

Also, the medical officer and staff members must have good habits regarding cleanliness and hygiene. The medical officers and staff nurse shall wear neat uniforms compulsorily in all indoor and dressing activities. And all support staff members shall wear their uniforms as decided by the medical officer in charge of the health centre. While on duty, the persons deputed at the health centre shall invariably wear neat uniforms.

The service provider shall provide:

- All persons deputed at the health centre with enough uniforms, in this regard, the persons deputed shall not be charged any money whatsoever; and
- All equipment and tools required for performing the tasks at the health centre.

7. Deployment: The service provider shall be responsible for the recruitment and deployment of doctors and paramedical staff for complete management (providing, equipping, manning, running, and managing) of medical and paramedical services and the doctors/ paramedical staff so recruited and deployed by him shall be under his direct control/ supervision. The service provider shall exercise total superintendence, control, and supervision over the staff and their work. The tentative number of healthcare personnel deployed is mentioned below table:

S. No.	Job Description	Number of Persons Required Per Shift	Minimum Qualification and Ex
1.	Doctor	01 General shift on Saturday and Sunday + 01-night shift (daily) & On non availability of institute doctor/Government Holidays	M.D. degree +2 years' experience in the respective field OR MBBS degree + 5 years' experience in respective field
2.	Nursing Officer	01 General shift on Saturday and Sunday + 01-night shift (daily) & On non availability of institute Nursing Officer/Government Holidays	Diploma in Nursing + 5 years' experience in the respective field OR B.Sc. (Nursing) degree + 3 years the respective field
3.	Ward Boy	01-night shift (daily)	Matriculation with 02 years of experience OR 12th pass

Note: The institute may vary (increase or decrease) the number of doctors/nurses/staff, and their shifts may be changed as per the Institute's requirement.

- The service provider shall not deploy any minor as/ paramedical staff/ healthcare personnel.
- The service provider will be the "EMPLOYER" within the meaning of different labour legislation in respect of the doctors/staff for services so employed and deployed.
- The employees appointed by the service provider for the above job shall have no right to claim for absorption in the services of IIT Bhilai. They shall also have no claim for continuation with the existing job if the service provider is replaced.
- The service provider shall issue identity cards to all doctors/paramedical staff engaged for Medical Services by the service provider for deployment in IIT Bhilai. The staff should not have any criminal or police cases, and the service provider must verify the same in writing and submit the same to the Institute's Authority. The service provider shall deploy only those whose antecedents have been verified by the police authorities.
- The Doctors for Medical Services deployed by the service provider should behave properly and courteously with all the members of the faculty, staff, and students. It will be bound to observe all instructions the Institute's Authority issued concerning general discipline and behaviour.
- In case the Doctors for medical services deployed by the service provider commit any

act of omission or commission constituting misconduct or indiscipline, the service provider will be liable and responsible for taking disciplinary action against the staff, including suspension, dismissal from service, etc. or remove from Institute's premises/campus.

- Coordination with departments: The service provider will have to maintain close coordination and cooperation with different departments/Dean of student affairs/Registrar etc. No extra claim on this account shall be payable by the Institute.

8. Uniforms:

Paramedical Staff/ Doctors must wear the uniform and carry Identity Cards during working hours. The service provider will be responsible for the arrangement of uniforms and Identity Cards for their staff. No payment for the cost of the uniform will be made from the Institute's end. Paramedical Staff posted on duty should always be neat and clean, have complete uniforms, and carry a photo identity card duly signed by the authorized person of the agency.

9. Gate Pass:

The service provider must obtain the GATE PASS for their staff to enter the campus, which must be surrendered upon termination from work. Otherwise, final payments will not be released.

10. Accommodation:

The Institute will not provide any accommodation for the doctors/nurses engaged in providing Medical Services. The service provider must arrange residential accommodation for employees deployed in IIT Bhilai Campus.

11. Safety Measures:

- The service provider shall carry out all works in accordance with the statutory requirement of Safety Regulations and other rules/Acts as applicable.
- The service provider or his/her representative must take immediate corrective measures whenever any unsafe conditions/practices are detected.
- The service provider or his/her representative shall report any accident to the appropriate Authority and the Institute Authority. The cause of all minor or major accidents in their job shall be reported. Immediate remedial measures shall be taken to prevent the recurrence of such accidents, and the responsibilities solely lie on the service provider/bidder.
- Use of matchboxes, lighters & smoking, or other such acts, which may cause fire/accident, are strictly prohibited.
- Institute shall not be responsible for any injury to the staff for medical services caused during their duties or for payment of any compensation.

- The service provider shall be responsible for the damage of every sort of the institute's property due to the service provider's negligence, and the cost of all such damages will be recovered from the amount payable to the service provider.
- The service provider should provide group insurance coverage to its employees, including medical and accidental insurance for those deployed at IIT Bhilai.

S. No.	Specialty	Required No. of Visits in a Month
1.	Pediatrics	2
2.	Psychiatry	2
3.	Orthopedics	2
4.	Dermatology	2
5.	Dentistry	2
6.	General Medicine	2
7.	Obs & Gynae	2
8.	ENT	2
9.	Ophthalmologist	2
10.	Physiotherapy	2
11.	Ditecian	1

Note: *The institute may vary the No. of specialty and their visits as per the requirement.*

SECTION-VI

General Conditions

1. Mandatory Compliance:

- 1.1. General requirements and documentation:
 - 1.1.1. Organizational structure and line of authority
 - 1.1.2. Duty Roster / Deployment Sheet of Staff
 - 1.1.3. Maintaining records/details of the Complaint Book
 - 1.1.4. Attendance register
 - 1.1.5. Inventory (medical equipment, etc.)
 - 1.1.6. Accident/theft Register
 - 1.1.7. Logs and checklists
- 1.2. The person engaged must undergo a prior character and antecedent check police verification and be medically fit. Copy of which is to be submitted to the institute with address proof.
- 1.3. The service provider must ensure the deployment of approved healthcare personnel to meet the contractual obligation and arrange a pool of standby healthcare personnel to meet the needs of services during any unwanted situation, such as mass absenteeism. If any staff is absent, the service provider shall provide the reliever of equal statutory.
- 1.4. The doctor deputed by the service provider should report daily to the institute medical officer with daily operations feedback. The doctor will act as an authorized representative of the service provider at the institute and shall be responsible for day-to-day operations even beyond his normal duty hours and shall personally lead his team on all major events of this Institute; he will receive the instructions from the institute officials from time to time, all such instructions received by the doctor on behalf of service provider shall be deemed to have been received by the service provider within the scope of the contract.
- 1.5. The doctor should have the authority to take instant decisions on part of the service provider as and when required for smooth operation. The doctor must take prior written approval from the institute before leaving the station and after handing over the charge to a reliever of the same cadre.
- 1.6. The service provider must provide supervisory and management support by his own staff to get the maximum output from the healthcare personnel deployed at the IIT Bhilai. The service provider must do teaching and training to the staff. The service provider will be responsible for the man and all materials needed for the management. The Institute will only pay the management fee/ service charges.
- 1.7. The healthcare personnel deployed by the service provider shall always be under the service provider's direct and exclusive control and supervision. It is also mandatory that the service provider keeps a complete record of their employees' background, origin, and contact information on payroll, which shall be produced to institute officials on demand.

- 1.8. The agency shall provide a salary slip showing the deduction made in salary to the personnel deployed at site.
- 1.9. Uniforms of health care personnel I-Cards and medical equipment, etc., to be provided by the service provider as per requirement.
- 1.10. All service provider personnel/ employees/ employed shall be adults with good health and sound mind.
- 1.11. No items will be taken out of the institute without written permission of IIT Bhilai. Normally, no inventory shall be shifted from one room or placed in another without approval and making a valid entry in the stock register of the inventory.
- 1.12. All personnel and their bags and baggage deployed with the service provider shall be liable for physical checks at entry and leaving the campus.
- 1.13. Leaves of the contract employees of the service provider should be strictly as per the statutory norms. Any unauthorized leave availed or unauthorized absenteeism of healthcare personnel without proper justification would be subject to a penalty to the service provider. Nothing prevents the IIT BHILAI from advising the service provider on issues that warrant urgent action in the interest of work and its fast disposal to the extent of issuing a written warning/ show cause notice to such healthcare personnel for their erratic attendance patterns and uninformed absence from work.
- 1.14. Complaints: It will be obligatory on the part of the successful service provider to keep a suggestion book to record any suggestion/ complaints on the performance of services by the institute for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid they're re occurrence. The service provider shall attend to all the complaints and address them as early as possible to the satisfaction of the institute.

2. Statutory Compliance:

- 2.1. **Minimum Wages:** The service provider shall have to comply with minimum wages (i.e., for Unskilled/ Semi-Skilled/ Skilled/ Highly skilled) stipulated by Government notification in force for Zone and Area and other statutory dues as per rules/ notifications, etc., about payment of wages to the personnel deputed at the institute for the above work. As and when the rates of minimum wages are increased/decreased by the Government, the service provider should inform the institute to revise rates to the tune of increase and decrease of Minimum wages and related statutory dues. Other statutory payments will be revised subject to the respective authority's production of notification/order, etc. All the revisions will be subject to the approval of the Competent Authority of the institute.
- 2.2. **Compliance with Laws:** The service provider shall ensure full compliance with all statutory laws of the Government of India/ Government of Chhattisgarh about this contract and shall be solely responsible for the same.
- 2.3. Compliance with policy regulation viz. Payment of Minimum Wages Act, the Workmen Compensation Act, the Industrial Disputes Act, Employee State Insurance Act, the Provident Fund Act, the Employment of Child Act, or legislation brought from

time to time, which may govern the nature of the contract as may be applicable from time to time as to the healthcare personnel engaged by him/her for the performance of this contract.

2.4. **Leave:** Healthcare personnel Leaves and other benefits will be strict as per contract labour laws/act and the agency shall be solely responsible for the same.

2.5. The service provider shall maintain all records about the statutory compliance as per the Government of India rules and regulations at their end. IIT Bhilai will have the right to verify each and every document.

2.6. No child labour should be engaged, and human rights as per law shall be protected and adhered to.

3. Terms of Payment:

3.1. The service provider will be paid as per approved bid (award of contract/ work order) on monthly basis for the services provided on receipt of bill (in triplicate, at accepted bill of quantities) after invoice entry and certification that the satisfactory services have been rendered during the month.

3.2. The service provider should submit its monthly bill by the 7th of every month. Monthly payment will be made within 15 working days after the receipt of the bill to the service provider (in the name of the firm/agency, as per the award of contract and agreement) through NEFT/RTGS after making necessary deductions (Income Tax/TDS, GST, surcharge, losses, penalties, other deductions, etc.). However, any increase/ decrease in total payment will be given effect to if revision as notified by Govt. of India in respect of statutory dues such as rate of minimum wages, EPF, ESI, if applicable.

3.3. The service provider must provide details of his Bank Account number, name and address of the Bank, Branch, Branch Code, and IFSC code to facilitate payment through NEFT/ RTGS.

3.4. Income Tax: Income Tax at source as per the Income Tax Act shall be deducted from the service provider's bill at the prevailing rates of such sum as income.

3.5. GST: IIT Bhilai will pay GST and deduct TDS on GST as per GST Rule or any amendment from the service provider's bill at the prevailing rates.

4. Penalty: The penalty will be imposed on account of unsatisfactory service as under:

4.1. Payment will be made only for the staff on duty and will be restricted to the wages paid to him by the institute. For absentees, payment will not be made. In case of absence by any person without intimation/ prior approval from the Institute, the Service Provider shall be responsible for making alternate arrangements immediately, failing which a penalty of Rs. 1000 per healthcare personnel per day will be deducted from the bill.

4.2. In case of more than 20% absenteeism per shift for 3 continuous days, stern disciplinary action will be taken, and a penalty on the service charges charged by the service provider will be imposed, subject to a maximum of 10%. The decision of the competent authority will be final in this regard.

- 4.3. Unavailability of complaints and other registers or discouraging the complaints would impose a fine of Rs 1000 per incident.
- 4.4. Non-compliance with the general safety norms will invite a Rs 1000/- fine per offense.
- 4.5. The healthcare personnel without uniforms/ with untidy uniforms will invite a fine of Rs. 500/- per staff per day.
- 4.6. In case any healthcare personnel is found using any violent, obscene, or offensive language/ misbehaving/ smoking/ consuming/ supplying prohibited intoxicating substances and alcohol inside the premises, the healthcare personnel will be terminated with immediate effect and a penalty of ₹5,000/- per incident will be imposed on the service provider. IIT Bhilai reserves the right to take the appropriate action depending on the severity of the incident.
- 4.7. In case of lapses in services due to negligence and carelessness, a deduction shall be made @Rs. 2000/- per event from the service provider's bill, considering the loss of goodwill and inconvenience caused to the institute.
- 4.8. In case of unforeseen or peculiar circumstances, the institute's decision shall be final, so far as the imposition of penalty is concerned.
- 4.9. If the work is found unsatisfactory and below the expected standard in a particular area, the institute will have the right to do the same by another service provider. The charges on account of this shall be deducted from the service provider's bill. The decision of the institute shall be final in this regard.
- 4.10. The institute shall not be responsible in case of any imposed penalty by any Statutory Authority for non-compliance of any statutory obligation by the providing agency as per the Statutory Acts and rules.
- 4.11. A fine of Rs 5,000/- will be imposed for any agreement violation.
- 4.12. Repetitive complaints of offensive conduct by the service provider shall lead to appropriate action by the Competent Authority.
- 4.13. The service provider must endorse the penalty/ proposed deductions on account of non-compliance with the above in a proper format on the same day of such happenings; deductions for the above will be made from the monthly bill of the service provider. IIT Bhilai may, at its discretion, recover penalties. In the event of an appeal, the decision of the Director, IIT Bhilai shall be final and binding upon the service provider.

5. Conduct of employees:

- 5.1. **Personal Hygiene:** The healthcare personnel should maintain personal hygiene and wear a prescribed uniform (wherever applicable) as given by service provider while on duty. service provider shall ensure that staff deployed in all services is free from any infection or communicable disease and arranged their regular health check-ups at their own cost. The staffs should trim their nails regularly and smoking, eating, or chewing pan/ tobacco/ zarda/ gutka/ mawa etc. and spitting are

strictly prohibited.

- 5.2. The service provider must ensure that the staff deployed is dressed in neat and clean uniform approved by the IIT Bhilai Officials.
- 5.3. The employees of the service provider shall maintain strict discipline and not use any violent, obscene, or offensive language while inside the premises. Smoking, consuming intoxicating substances and alcohol inside the premises are strictly prohibited. In case of misbehavior, IIT Bhilai has the right to terminate the contract.
- 5.4. It will be mandatory for the service provider to brief their personnel in advance and apprise them of the conduct expected from them, while working in an institution of national importance. Nothing prevents IIT Bhilai from even advising the service provider about any such issue, or any erring personnel engaged by the service provider, which warrants urgent action, in the interest of work and its fact disposal.
- 5.5. Any personnel deployed by the service provider who refuses work or is undisciplined would have to be immediately replaced with the consent of the designated officer.
- 5.6. IIT Bhilai reserves the right to ask the service provider to terminate the services of any of the service provider's employees immediately on grounds of non-compliance with duties or if found guilty of misconduct.
- 5.7. IIT Bhilai will in no way be held responsible or liable for any loss caused by negligence or any other harmful action on the part of the service provider's employee.
- 5.8. In case the person employed by the service provider commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence/ security risks, the service provider will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as a breach of contract which may lead to termination of the contract.
- 5.9. The service provider shall be solely responsible for the conduct of his / her healthcare personnel and in any case of any complaint against any of his staff, the service provider will be under obligation to change the worker concerned when instructed by institute.
- 5.10. The service provider shall observe all the relevant laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Institute will not and cannot hold any responsibility with regard to healthcare personnel on the pay roll of the service provider whatsoever.
- 5.11. The service provider and his / her healthcare personnel shall follow the rules and regulations of the Institute in force and instructions issued from time to time.
- 5.12. The service provider shall not allow or permit his/ her/ their healthcare personnel to participate in any trade union activities or agitation in the institute, violation of which may result in the termination of the contract immediately.

- 5.13. The healthcare personnel should maintain the highest discipline and behave politely with the faculty, staff, students and guests and should not engage in the argument with anyone. The service provider's personnel should be reliable, trustworthy, alert, and efficient.
- 5.14. If in the opinion of the Institute authorities, the performance of any of the persons deployed is not satisfactory, or he/she is not amenable to discipline, or their behaviour is not conducive to retain them for the work, he/she should be replaced immediately. In case of any complaint or unusual behaviour of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.

6. Other Terms and Conditions:

- 6.1. ***Termination without compensation:*** In the event of a violation of any terms and conditions of the Tender documents or the agreement, it would be construed as a breach of contract and the institute will be entitled to terminate the contract without any compensation in lieu thereof and the security deposit made by the service provider towards successful implementation of the contract may be forfeited.
- 6.2. ***Alterations/ Modifications:*** IIT Bhilai reserves the right to alter the number of personnel deployed as per actual requirements. The service provider shall also deploy such personnel at the agreed-upon rate in the Work Order/ Letter of Intent/ Agreement.
- 6.3. ***Performance of service provider:*** If the service provider fails to commence/ execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IIT Bhilai reserves the right to impose penalty/ revoke the contract as deemed fit.
- 6.4. The personnel of the service provider shall be liable for security search by the Security Staff/ Agencies deployed by IIT Bhilai.
- 6.5. IIT Bhilai shall not be responsible for any injury, accident, disability, or loss of life to the service provider or any of its personnel that may occur while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident, or loss of life shall be the sole responsibility of the service provider. The service provider must make arrangements for health insurance, accidental and disability coverage, and domiciliary treatments of all personnel engaged by them under their payroll and submit proof to this effect.
- 6.6. IIT Bhilai shall not be obligated to employ any of the healthcare personnel of the service provider during and after the expiry of the contract. There will be no employee-employer relationship between the service provider's healthcare personnel and IIT Bhilai.
- 6.7. If the service provider is required to (or decide otherwise) discontinue the contract, he/she should give at least three months' notice to IIT Bhilai and shall remain essentially working for the said period of notice or till alternate arrangements are made.
- 6.8. Any liability arising on the Institute shall be deducted from the bills of the service provider first and if the full amount is not recovered, then the same will be recovered from the Security deposit of the service provider.

- 6.9. The service provider shall bear expenses on external telephone used by the service provider and his employees.
- 6.10. If the scope of service increases, the same will be extended on mutual terms and conditions.
- 6.11. The service provider shall abide by the reviewed decision of IIT Bhilai.
- 6.12. The institute shall have the right to inspect the books of accounts of the firm/ service provider as and when required.
- 6.13. At any time during the period of the contract, if it comes to the notice of the Institute that the service provider has misled this Institute by way of giving false/ incorrect information that has been material in the award of the contract, the contract shall be liable to termination without any notice besides other legal actions as per law.
- 6.14. The service provider should not sublet the work to any other agency/ service provider.

7. Damages and Losses:

- 7.1. Any theft or damage caused due to negligence of the service provider shall be borne by the service provider. An appropriate amount of penalty after due consideration and hearing will be imposed by the Competent Authority of IIT Bhilai, and the same shall be deducted from the monthly bill of the service provider.
- 7.2. All the equipment and the items at the site stand at the risk and sole charge of the service provider, who shall deliver in proper condition. Any shortfall shall be immediately made good by the service provider by replacement. If the same is not replaced within one month of stock-taking, the amount shall be recovered from the dues/ bills of the service provider. The service provider or his representative shall be present during the stock taking. If the service provider or his representative does not make them available, the stock taking shall be conducted in their absence, which will be binding on them.
- 7.3. The service provider shall be liable to pay compensation for any loss and damage caused to visitors' belongings by their healthcare personnel deployed at site.
- 7.4. **Breakage:** All damages/breakage to the equipment/inventory in the charge of the service provider, if caused due to negligence of the service provider's employee, the cost or repair/ replacement of the equipment will be borne by the service provider. Whether the damage/ breakage has been caused due to negligence or normal wear and tear shall be heard and decided at the institute's sole discretion.
- 7.5. The service provider will indemnify IIT Bhilai from any claim/ statutory non-compliance/ damage/compensation arising from this contract.
- 7.6. The service provider shall indemnify or be deemed indemnified IIT Bhilai fully for all claims and losses arising out of this contract against liability of tax, interest, penalty, etc.
- 8. Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 500/- (Five hundred only) as per the specimen enclosed. IIT Bhilai reserves the right to amend the terms & conditions of contract by mutual

discussions and shall be in writing. The amended terms and condition will form part of the agreement.

- 9. Period of Contract:** The contract period will be initially for one Year in which there will be the observation period of three months meanwhile the L2 will be on waitlist for the period. This period may be extended annually up to 03 years based on satisfactory performance. In case the performance of the agency in one part or the entire contract is not found to be satisfactory as per operational parameters set out of the contract or not in conformity with the terms & conditions of the tender, then that part or the entire contract shall be terminated even before the scheduled time by giving advance notice of three months to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Bank Guarantee shall be forfeited.

10. Exit Clause:

- 10.1. If the service provider's services are not found satisfactory, they will be issued one month's notice for improvement by the IIT Bhilai. If satisfactory improvement is not found even after this notice, a final two months' notice will be issued to the service provider by the IIT Bhilai authority to terminate the contract without prejudice to any rights or privileges accusing either party before such termination. During the period of notice both parties shall continue to discharge their duties and obligations.
- 10.2. In case the service provider is required to (or decide otherwise) to discontinue the contract, he/she should give at least 3 months' notice to IIT Bhilai and shall remain essentially working for the said period of notice till alternate arrangements are made.
- 10.3. In case of a situation beyond the control of either party, the contract may be terminated with mutual consent by giving three months' notice.
- 10.4. The Institute in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.
- 10.5. In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the service provider will be liable to be forfeited, beside annulment of the contract or other lawful action that may be taken against the service provider.
- 11. Arbitration and jurisdiction:** It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of IIT Bhilai. The bidder shall make a request in writing to the institute for settlement of any disputes within 30 days of arising of the cause of dispute failing which no disputes / claims shall be entertained by the institute. The decision of the Director, IIT Bhilai will be final and binding on the parties. However, all matters of jurisdiction shall be at the local courts.
- 12. Force Majeure:** 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, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies. 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

therefore giving full particulars and satisfactory proof. Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to cancel the contract in whole or part thereof at its own discretion. For the period of force majeure, no amount shall be payable to the Service provider.

SECTION-VII

Bid Evaluation Scheme

1. Tender Evaluation Criteria: The committee of IIT Bhilai will prepare a list of firms participating in the tender based on compliance of terms and conditions of the tender. The tenders, which do not conform to the conditions stated in the tender, shall be rejected. Price bids of only eligible bidders will be opened on a later date to be notified on CPP Portal.
2. Evaluation will be based on a composite score. The composite score will be calculated as described below. The technical evaluation will carry a maximum of 60 mark. The maximum marks for each activity of technical and financial bid on the basis of submitted documents is as under:

S. No.	Particulars	Max Marks	Allocation of Marks	Remarks	Pg. No.
01.	Background of the agency				
a)	Experience of the agency in years for similar services				
	<5 years	10	3		
	5 Years –10 years		6		
	> 10 Years		10		
b)	Average of yearly turnover of the agency in the last three years				
	≥1.00 crore but ≤2.50 crore	5	2		
	> 2.50 crore but ≤5.00 crore		4		
	> 5.00 crore		5		
c)	Number of healthcare personnel on the payroll as on date of filing the tender with relevant experience (supported by copy of payroll)				
	15 – <30	10	1		
	≥ 30 – 50		6		
	> 50		10		
d)	Experience of running a hospital with at Least 25 Beds over a period of more than 5 years successfully	10			
	25 Beds		2		
	≥ 25-50 Beds		6		
	> 50 Beds		10		
02.	Own Running Hospital within 150 km of IIT Bhilai.	5			
03.	Presentation and demo (<i>Detailed plan for healthcare personnel, equipment and consumables etc. organizational structure, proposed work plan, Ability to extend quality service etc.</i>)	20			
04.	Max Score of Technical Evaluation (01+02+03) (TS)	60			
05.	Max Score on Financial Proposal (FS)	40			
06.	Max Combined Score (04+05)	100			

3. Bidders clearing the minimum eligibility criteria will only be considered for further

evaluation.

4. After the technical evaluation, a technical score (TS) shall be awarded out of 60 based on the documents submitted in support of the bid and the financial bids of only technically qualified bidders will be opened. The bid evaluation will be done under Combined Quality cum Cost Based Systems and the bidders who scores highest marks will be selected.
5. The financial bid shall be given (To be filled under 'proforma for the financial bid') a financial score (FS) out of 40 points.
6. The financial score (FS) of a bidder will be determined using the following formula:

$$\text{financial score (FS)} = \frac{40 \times \text{lowest financial bid (FP)}}{\text{financial bid of the bidder}}$$

7. Scores obtained on financial bid will be added to scores obtained on technical bid to get a consolidated score (CS) according to the formula: $CS = TS + FS$.
8. Bidder with the highest consolidated score will be selected. If there is a tie in the highest consolidated score, the bidder with the higher score for the financial bid will be selected.
9. Further discussions related to the awarded scores by the committee will not be entertained.
10. **Tie-Breaking Clause:** In case two or more bidders score equal marks in the Final score then the following criteria will be adopted for tie-breaking in the following order:
 - a. Preference may be given to the agencies who have their office in Chhattisgarh.
 - b. Value of similar works executed: Bidder having larger value of similar works executed will be given preference.
 - c. Annual value of turnover: Bidder having larger turnover will be given preference.
11. **Award of work:** The work will be awarded to the bidder scoring highest final marks. The second or subsequent bidder who agrees to work at the rates quoted by the bidder scoring highest may also be considered for award of the work.

TENDER ACCEPTANCE LETTER
(To be submitted on Company Letter Head)

Date: _

To,
The Director
Indian Institute of Technology Bhilai, Dist.- Durg, Chhattisgarh-491002

SUB: Acceptance of Terms & Conditions of Tender.

Tender Reference No./ Date: Name of Tender / Work:

Dear Sir.

I / We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work' from the web site(s) namely: www.iitbhilai.ac.in, <http://eprocure.gov.in/eprocure/app> as per your NIT / advertisement, given in the above-mentioned website(s).

I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement, and I / We shall abide hereby by the terms / conditions/ clauses contained therein.

The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.

I / We do hereby declare that our firm will submit the applicable Performance Bank Guarantee within two weeks from the date of award of contract if Contract is awarded to our firm.

I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,
Authorized Signatory:
(Signature of the Bidder, with Official Seal)

AUTHORITY LETTER

AUTHORIZATION

We _____ (name of the bidder) hereby authorise Shri / Smt. _____
(name of the authorised person) to sign and submit the bid to IIT Bhilai against their
Tender No. _____ dated _____. Shri / Smt. _____ (name) is also authorised
to negotiate the terms and conditions pertaining to the said tender on behalf of
M/s _____ (name of bidder). The specimen signature of Shri /
Smt. _____ (name) is appended below.

Specimen Signature:

Name:

The undersigned is authorized to delegate the authority on behalf of M/s
_____ (name of bidder), as stipulated above.

For _____ (name of bidder)

Signature & Company

Seal: Name:

Design

ation:

Email:

Mobile

No.:

TECHNICAL DATA SHEET CUM CHECKLIST**Details of Organization/Service provider***(To be submitted in the organizational letterhead)*

S No	Description	Checklist (Yes/No)	Page No
1.	Name of the Firm		
2.	Year of Establishment		
3.	Complete Address with contact number and e- mail id.		
4.	Name & Designation of the contact person with mobile number and e-mail id.		
5.	The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered, who possess the required certificate.		
6.	Minimum 5 (five) years of experience in providing healthcare services.		
7.	The average annual turnover over the last 3 financial years should be at least of Rs. 1.0 Crore. Audited Balance Sheets of preceding three years with Income and Expenditure statement and Profit and Loss Account & Audit report for the last three years.		
8.	The firm should have valid ISO certification as applicable.		
9.	Solvency certificate of Rs. 20 Lakh from any scheduled/ nationalized bank.		
10.	The prospective bidding hospitals should have empanelment/registration with Central Government/ State Government Health Schemes for providing medical services like CGHS, ESIC, Aayushman Bharat, etc.		
11.	Certificate (Affidavit) duly signed by MD/ CEO of the company in the Court of a First-Class Magistrate/ notarized that they haven't been debarred or blacklisted for any services, supplies or products dealing in by any organizations and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them.		
12.	Must be registered with the appropriate registration authorities such as ESIC, EPF, Income Tax, and any other registration/ license, which are occasionally mandatory for such agencies stipulated by concerned authorities. The bidder should have a valid PAN.		
13.	At least 15 nos. of healthcare personnel on his payroll on the day of filing the tender. The tenders having healthcare personnel less than this, may not be considered. Full list of the		

S No	Description	Checklist (Yes/No)	Page No
	employees, viz., name, age, employee code, designation, experience in the field of their healthcare should be attached with the technical Bid.		
14.	Proof for payment of Income Tax return for the three financial years 2020-21, 2021-22 and 2022-23		
15.	Copy of the last three months' challan (say, for January 2023 to March 2023 paid in February 2023 to April 2023) in support of the deposit of the contribution made both with the ESIC, and the EPFO		
16.	Details of Tender Processing Fees and EMD		
17.	Ongoing similar contract in PSUs/Central/State Government/Central Autonomous Bodies/Central Research Organization.		

Note: The documents must be numbered and uploaded serially as listed above.

Declaration: I hereby certify that the information furnished in this document is complete and correct to the best of our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not be allowed to have any dealing with IIT Bhilai.

Date:

Signature of the tenderer with seal

TURNOVER DETAILS
(To be submitted on Company Letter Head)

Evaluation Criteria				Remarks
	Financial Year	Turnover (₹)	Profit & Loss (₹)	
Bidder's Annual Turnover for last three financial years	2023-24			Supporting Documents are to be attached.
	2022-23			
	2021-22			

Authorized Signatory:
(Signature of the CA, with Official Seal)

Note: Audited balance sheets and Turnover details need to be certified by the same CA.

Solvency Certificate
[Format for Solvency Certificate]
(On Bank's letter head)

To
The Director
Indian Institute of Technology Bhilai
Bhilai

Sub: Solvency Certificate

This is to certify that to the best of our knowledge and information, M/s..... (address) a customer of our bank is respectable and be treated as good for an engagement up to a sum of Rs (Solvency amount) only as on. (Date of Certificate).

This Certificate has been issued without any risk and responsibility on the part of the Bank or any of its officers. This certificate is issued at the specific request of the customer.

Yours faithfully,

For Bank

Bank Officer with designation

ANNEXURE-F

Financial Bid / Reference for BoQ

Contract for providing health care services at IIT Bhilai, District- Durg. I/We the tenderer/bidder hereby quote our monthly rate as follows: -

Sr. No.	Job Description	Number of Person required (A)	Rate/shift (B)	Approx. total duties (shift) /month (C)	Total Rate / month (A x B x C)
1.	Doctor	01		38	
2.	Staff Nurse	01		38	
3.	Ward Boy	01		30	
4.	Total Charges per visit towards specialized visiting doctors and (Annexure -G) must be provided in pdf and uploaded with financial bid.		--	--	
5.	Service Charge on all above (1+2+3+4) in (%)				
6.	Service Charge in amount (Rs.)				
Total Monthly Rate (including <i>service charge and all costs</i> towards wages, salary of Staff deployed at IITBH, including doctors, nursing staff, other staff members and providing different services enlisted above including all statutory liabilities / taxes etc.)			In Figures:		
			In Words:		

ANNEXURE G

Charges Per Visit Towards Specialized Visiting Doctors

S. No.	Specialty	Required No. of Visits in a Month (A)	Rate /visit of 2 Hrs (B)	Total (AxB)
1.	Pediatrics	2		
2.	Psychiatry	2		
3.	Orthopedics	2		
4.	Dermatology	2		
5.	Dentistry	2		
6.	General Medicine	2		
7.	Obs & Gynae	2		
8.	ENT	2		
9.	Ophthalmologist	2		
10.	Physiotherapy	2		
11.	Ditecian	1		
Grand Total <i>(Total rate need to be furnished in BoQ at Sr No.4)</i>				

Note: *The institute may vary the No. of specialty and their visits as per the requirement.*

ANNEXURE H

Bank Guarantee Format for Furnishing Bid Security (EMD) (To be submitted on Bank Letter Head)

Whereas _____ (hereinafter called the “tenderer”) has submitted their offer dated for _____ (hereinafter called the “Tender”) against the Client’s tender enquiry No. _____ KNOW ALL MEN by these presents that WE _____ of having our registered office at _____ are bound unto _____ (hereinafter called the “Client”) in the sum of _____ for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20

THE CONDITIONS OF THIS OBLIGATION ARE:

- If the tenderer withdraws or amends, impairs, or derogates from the tender in any respect within the period of validity of this tender.
- If the tenderer having been notified of the acceptance of his tender by the Client during the period of its validity.
- If the tenderer fails to furnish the performance security for the due performance of the Contract.
- Fails or refuses to accept/execute the contract.

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client (IIT Bhilai) having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the authorized officer of the bank

Name of the officer _____

Designation of the officer _____

Seal, name and address of the Bank and address of the Branch

PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,
The Director,
Indian Institute of Technology Bhilai,
Kutelabhata, Khapri, Dist-Durg-491002
Chhattisgarh

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Letter of Intent (LoI) issued vide No. _____ Dated _____ by Indian Institute of Technology Bhilai (IIT Bhilai) to M/s _____ (Name & Address of Bidder) for providing **Health Care services** to the students/employees of IIT Bhilai and their dependents by running the health centre (HC) at IIT Bhilai permanent campus. The conditions of LoI provide that the Bidder shall render the services as given in the tender document and the agreement between both the parties.

M/s (Name of bidder) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide LoI No. _____ M/s. _____ (name of service provider) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

IIT Bhilai shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the service providers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a – vis the service provider or the said contract or to grant time and or indulgence to the service provider or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the service provider under the said contract and/or the remedies of IIT Bhilai under any security now, or hereafter held by IIT Bhilai and no such dealing(s) with the service provider or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of IIT Bhilai hereunder or of prejudicing right of IIT Bhilai against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of IIT Bhilai and liabilities of the service provider arising up to and until _____ (date).

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that IIT Bhilai may now or at any time have in relation to its claims or the

service provider's obligations/ liabilities under and / or in connection with the said contract and IIT Bhilai shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security(ies) at its sole discretion and no failure on the part of IIT Bhilai in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____ (Name of Bank) hereby agree and irrevocably undertake and promise that if in the opinion of IIT Bhilai, any default is made by M/s _____ (Name of bidder) in performing any of the terms and /or conditions of the agreement or if they commit any breach of the contract or there is any demand by you (IIT Bhilai) against M/s _____ (Name of bidder), then on notice to us by you, we shall on demand and without demur and without reference to M/s _____ (Name of bidder), pay you, in any manner in which you may direct, the amount of Rs. _____/- (Rupees _____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _____ (Name of bidder) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____ (Name of bidder).

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the service provider (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the service provider or any order or any order or communication whatsoever by the service provider stopping or preventing or purporting to stop or prevent payment by the Bank to IIT Bhilai hereunder.

The amount stated in any notice of demand addressed by IIT Bhilai to the Bank as claimed by IIT Bhilai from the service provider or as suffered or incurred by IIT Bhilai on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and IIT Bhilai be conclusive of the amount so claimed or liable to be paid to IIT Bhilai or suffered or incurred by IIT Bhilai, as the case may be and payable by the Bank to IIT Bhilai in terms hereof.

You (IIT Bhilai) shall have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ (Name of bidder) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (name of bidder) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. _____/- (Rupees _____ only) from us 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 _____ (Name of

bidder) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

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 said M/s

_____(Name of bidder) but shall in all respects and for all purposes be binding and operative until payment of all dues to IIT Bhilai in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. _____/- (Rupees _____Only). Our guarantee shall remain in force until unless a suitable action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

Our liability under this guarantee shall not exceed ~~exceed~~ Rs(in words) _____

This bank guarantee shall be valid up to _____& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e., after six months from the date of expiry of this Bank guarantee.

We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before _____.

Signature of the authorized officer of the bank

Name of the officer _____

Designation of the officer _____

Seal, name, email and address of the Bank and address of the Branch.

INTEGRITY PACT
(on non-judicial paper of appropriate value)

This INTEGRITY PACT is made an executed ____ on this day of ____ 20

BY AND BETWEEN

Indian Institute of Technology Bhilai (IIT Bhilai), an autonomous organization under Ministry of Education, Govt of India and incorporated under the Indian Institute of Technology Act 1961 having its permanent campus at Bhilai (Kutelabhata, Durg – 491002) (hereinafter referred to as “The Principal” which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

AND

M/s. _____ a company incorporated under the Companies Act _____ through its representative/ authorized signatory _____ (Name and Designation of the Officer) vide resolution dated _____ passed by the Board of Director, having its office at _____ (hereinafter referred to as “The Bidder/service provider” which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in- office, administrators or permitted assignees) of the Second Part.

PREAMBLE

The principal intends to award, under laid down organizational procedures, contract/s for _____. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or service provider(s).

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.

The principal will during the tender process treat all Bidder(s) with equity and reason. The principal will in, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

The principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/service provider(s)

The Bidder(s)/service provider(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder(s)/service provider(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

The Bidder(s)/service provider(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/service provider(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Service providers will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/service provider(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/service provider(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

The Bidder(s)/service provider(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s)/service provider (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.

The Bidder(s)/service provider(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/service provider(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/service provider(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

If the Principal has terminated the contract according to Section3, or if the principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the service provider liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Service providers / Subservice providers.

In case of sub –contracting, the principal service provider shall take the responsibility of adoption of Integrity Pact by the Sub – service provider.

The principal will enter into agreements with the identical conditions as this one with all bidders and Service providers.

The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / service provider(s) / Sub- service providers(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ service provider(s) which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

The principal appoints a competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /service providers as confidential. He reports to the Director, IIT Bhilai.

The Bidder(s)/service provider(s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the service provider. The service provider will also grant the Monitor, upon his

request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subservice providers.

The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/service provider(s)/Subservice provider(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform the Director, IIT Bhilai.

The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the service provider. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Director, IIT Bhilai within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the Director, IIT Bhilai, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, IIT Bhilai has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word “Monitor” word includes both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the service provider 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Director, IIT Bhilai.

Section 10: Other Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the principal i.e. Durg (Chhattisgarh).

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the service provider is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.

In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the principal)

(For & on behalf of Bidder/service provider)

(Office Seal)

(Office Seal)

Place: _____

Place: _____

Date: _____

Date: _____

Witness 1 (Name & Address):

Witness 1 (Name & Address):

.....
.....
.....

.....
.....
.....

Witness 2 (Name & Address):

Witness 2 (Name & Address):

.....
.....
.....

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.....
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ANNEXURE-K

**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM
TAKING PART IN GOVT./PSU TENDER**

**(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive
Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/S_____ hereby declare that the firm/company namely M/S._____ has not been blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit in the past by IIT BHILAI, or any other Government organization/PSU/Central Autonomous Body from taking part in Government/PSU/Central Autonomous Body tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S._____
_____ hereby declare that the _____
firm/company namely M/S._____ was blacklisted or debarred/ Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ due towards income tax as on the date of the affidavit by IIT BHILAI, or any other Government Department/PSU/Central Autonomous Body from taking part in Government tenders for a period of _____years w.e.f._____.

The period is over on_____and now the firm/company is entitled to take part in Government tenders. In case the above information is found false I/We are fully aware that the tender/ contract will be rejected/cancelled by IIT Bhilai and EMD/SD/PBG shall be forfeited. In addition to the above, IIT Bhilai will not be responsible to pay the bills for any completed/ partially completed work.

Signature: _____

Name: _____

Capacity in which assigned: _____

Name & address of the firm: _____

Date: Signature of Bidder with Seal

FORMAT OF AGREEMENT
(To be made on Rs 500.00 Non-Judicial Stamp Paper)

This agreement is made at Bhilai Dist-Durg on the _____ day of _____ between the Registrar on behalf of Director, IIT Bhilai, having its office at IIT Bhilai, Dist-Durg (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

And

M/s _____ having its registered office at _____ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part.

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing healthcare services at Indian Institute of Technology (IIT) Bhilai Permanent Campus on the terms and conditions stated below:

The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Gratuity, ESI, WCP etc. relating to the personnel deployed in IIT BHILAI. The 'Client' shall have no liability in this regard.

The Agency shall be solely responsible for any accident/ medical/ health related liability/ compensation for the personnel deployed by it at IIT Bhilai site. The 'Client' shall have no liability in this regard.

Any violation of instruction/ agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.

The contract can be terminated by the 'Agency' by giving three-month notice and be terminated by the 'Client' by giving one-month notice in advance.

In case of non-compliance with the contract, the 'Client' reserves its right to: a) Cancel / revoke the contract; and / or b) Impose penalty as prescribed in the penalty clause of tender.

Security Deposit equal to _____% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of Pay Order / Demand Draft or Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement.

The agency shall be fully responsible for timely payment of wages by 7th and any other dues to the personnel deployed in IIT Bhilai site by first week of every month. Afterwards the agency shall submit its bill along with proof of payment, deposit challan of EPF, ESI and Wage/ Payment Sheet, attendance sheet of the previous month duly signed by him/them etc. to the institute for verification every month. IIT Bhilai will release the payment by 15 working days after submission of bills, if complete documentary evidence in respect of the above are submitted.

The healthcare personnel provided by the 'Agency' will not claim to become the employees of IIT Bhilai and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in IIT BHILAI site.

There would be no increase in rates/ service charge payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Central Govt.

The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.

Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.

The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.

In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Durg/Raipur. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.

This Agreement will take effect from _____. The period of contract will be valid for one year and it may be further extended on mutual agreement subject to the satisfactory performance by the service provider.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhilai in the presence of the witness:

For and on behalf of the 'Agency'

For and on behalf of the 'IIT Bhilai'

Signature of the authorized Official
Name of the Official

Signature of the authorized Official
Name of the Official

Stamp / Seal of the 'Agency'

Stamp / Seal of the 'IIT Bhilai'

SIGNED, SEALED AND DELIVERED

By the said

By the said

(Name)

(Name)

On behalf of the 'Agency' in presence of
Witness

On behalf of the 'IIT Bhilai' in presence of
Witness

Name: _____

Name: _____

CHECK LIST - UNDERTAKING

S.N O	Document Description	Enclosed (Yes/No)	Page No.	Remarks
1	Scanned copy of Tender fee payment advice of Rs. 2500/- showing DU number clearly			
2	EMD: Scanned copy of EMD payment advice of Rs. 2,50,000/- or Valid MSME/NSIC Exemption certificate along with Bid Security declaration.			
3	Scanned copy of OEM/ Authorized dealer certificate			
4	Details of Similar setups supplied as per Pre-eligibility			
5	Detailed Price bid			
6	Annual turnover details for the last three years (<i>duly certified by CA</i>)			
7	Scanned signed copies of Annexures from A to L , whichever is applicable			
8	Scanned copy of Technical Compliance			
9	Solvency Certificate			

I / We do hereby declare that all the above-mentioned documents are enclosed as per the tender document.

Authorized Signatory: (Signature of the Bidder, with Official Seal)