

TENDER FOR HEALTH PROMOTION CENTRE SERVICES

Tender Fees: Rs. 1000/- (Rupees One Thousand only)
(Tenderers who download the tender document from
Portal should enclose a DD alongwith Technical Bid
for Rs.1000.00 towards tender fees)

Estimated Cost : Rs. 45 Lakhs
EMD amount: Rs. 90,000/-
(Rupees Ninety Thousand only)

Last date for submission: 24 Oct 2017 till 15.00 hrs

Tender opening date & time: 24 Oct 2017 at 15.30 hrs
(Only Technical Bids)

Sealed tenders are invited (in Two Part system) by Centre Director, ICTS, from experienced Hospitals/ Healthcare agencies for operating Health Promotion Centre at ICTS Campus. Hospitals/ Healthcare Agencies having experience in similar type of work of providing medical services for occupational health care with proven technical and financial capacity, possessing required infrastructure for the above work only will be considered.

Name of work: - Contract for operating a Health Promotion Centre at ICTS

The prospective Contractors should note that high quality of service and professional approach is the essence of this contract.

IMPORTANT NOTE: A Pre-Bid meeting will be held on 12 Oct 2017 @ 11.00 hrs at International Centre for Theoretical Sciences (ICTS)-TIFR, Survey No. 151, Shivakote, Hesaraghatta Hobli, Bengaluru North - 560 089, India. The tenderers are requested to attend the same to understand the exact requirements.

TENDER SUBMISSION:

TENDERS SHALL BE DROPPED IN THE 'TENDER BOX' KEPT AT THE SECURITY OFFICE AT International Centre for Theoretical Sciences (ICTS)-TIFR, Survey No. 151, Shivakote, Hesaraghatta Hobli, Bengaluru North - 560 089, India or shall be sent by post/courier so as to reach before the prescribed date and time.

The tenders should be submitted in two sealed covers. This tender will be evaluated under 2 cover bid system, i.e.

The Technical and Financial / Price Bids shall be submitted simultaneously in two cover (sealed) system.

The proposals shall be evaluated in two stages: (1) Technical and (2) Price / Financial. Only those tenderers who have qualified after evaluation of Technical bid will be intimated for the opening of the Financial bid.

Thereafter, financial proposal shall be evaluated. The commercial lowest bidder shall be the first preferred contractor for the award of work.

The **First sealed cover - COVER I** should be superscribed “Technical Bid” and should contain the following:

1. EMD as specified above in the form of Demand Draft of a Nationalised / scheduled Bank, in favour of International Centre for Theoretical Sciences, payable at Bangalore shall be submitted along with the Technical Bid. Alternatively, a Bank Guarantee from a Nationalised / Scheduled Bank may be provided. (no other mode of payment will be accepted). The Bank Guarantee shall be valid for 6 months from the date of opening. Bids not accompanied with the EMD shall be rejected. The EMD shall be refunded to the unsuccessful bidders once the order is released on the successful bidder.
2. Entire tender document (Inclusive of Annexure-A to Annexure-D), duly signed & sealed on every page by the healthcare agency/ hospital, along with technical information.
3. Any deviations from the tender conditions, specifications etc in Annexure -C.
4. Reference of similar works with proof in the form of up to 3 major contract of highest value for the last 3 years.
5. Confirmation saying that Annexure E is completely filled and kept in Cover II.
6. Valid license to run a medical service for occupational health care.
7. GST Registration Certificate.
8. Latest solvency certificate issued by the Bank for atleast 10 Lakhs.
9. Audited Financial statements for the last 2 years.
10. Organisation details, proprietorship/ ownership details along with details of organization staff Matrix.
11. Major client list in the last 3 years with their address, contact person/s name and contact details.

If clarifications are sought by the healthcare agency/ hospital during the bidding period the same should be in writing. Both the clarifications from the tenderer and the response to the clarifications from **ICTS** should be in writing and all such correspondences should be enclosed along with **COVER-I**.

The **Second sealed cover - COVER-II-** should be superscribed Price Bid and shall contain the following:-

- Annexure-E, duly filled as per the given format

These two covers shall be again put into a single wax sealed cover superscribed “**Tender for Health Promotion Centre**”. This should be addressed to the “**Administrative Officer**”, **International Centre for Theoretical Sciences (ICTS)-TIFR, Survey No. 151, Shivakote, Hesaraghatta Hobli, Bengaluru North - 560 089** and shall be sent by post/courier so as to reach before the prescribed date and time.

Centre Director, ICTS does not bind himself to accept the lowest or any other tender, and reserves the authority to reject any or all the tenders or to allot parts of the works to different agencies without assigning any reason thereof.

NOTE:

1. Each and every page of the offered bid shall bear the dated signature and seal of the healthcare agency/ hospital.
2. The vendors, who download the tender documents from the internet website, shall submit a DD for Rs.1000/- of a Nationalised/ Scheduled Bank guaranteed by the Reserve Bank of India, along with technical bid, in favour of International Centre for Theoretical Sciences, payable at Bangalore, towards tender document fees.

QUALIFYING REQUIREMENTS AND TENDER EVALUATION:

A. Qualifying requirements:

The bidder shall meet all the following minimum pre-requisites and provide documentary proof for the same in the ‘technical bid’;

1. Should have a minimum of 3 years’ experience in running Health promotion centre and should have executed at least one work of minimum WO value of Rs. 36 Lakhs OR 2 works of minimum WO value of Rs. 27 Lakh each OR 3 works of minimum WO value of Rs. 18 Lakhs each (annual cost), in the last 3 years. A tolerance of 5% is allowed on the WO value to take care of marginal short falls.
2. Should have valid Registration Certificate of the Firm and healthcare agency/ hospital license.
3. Shall have adequate qualified manpower on its rolls in the form of Specialists, General Physician, Nurse, ambulance driver. The details on type of organization (i.e., sole-proprietor or partnership or company), organization matrix etc. shall be provided.
4. PAN card
5. GST Registration Certificate
6. Average turnover for the previous year shall be at-least 60% or more of the estimated price. The previous year’s financial statement of the company shall be enclosed
7. Latest Solvency certificate of atleast 10 lakhs issued by the bank
8. Performance certificate issued by a client for the services rendered by the bidder.
9. List of clients with their address and details of contact person/s along with their address, telephone number, e-mail address etc.
10. Any other document proving the credentials and suitability to run medical service for occupational health care.

B. Vendor and Bid Evaluation

The Vendors and their bids will be evaluated as per the table given below. All the pre-qualification requirements indicated above will be checked. Depending upon the vendors meeting all the basic pre-requisites, their bid will be further evaluated on the 'marks' based system given in the table below. The vendors / bids **scoring 70 or more marks** will be considered for 'price bid' opening.

NOTE:

1. The vendor shall score minimum 70 marks in the evaluation for qualifying for 'price bid opening'. The pre-qualification checks & marks evaluation pattern is given below.
2. Among the price bids opened, the lowest offer will be considered for further processing. No additional weightage will be given for the marks scored in excess of 70.
3. ICTS reserves the right to re-arrange the pattern of marks for evaluation and revise the ceiling of qualifying marks as deemed fit in the given situation. Decision of ICTS will be final and binding on all. Aim is to have sufficient proposals to compare, in the event of less than 3 vendors scoring 70 & above.
4. Issuance of tender documents shall not automatically imply qualification of firm for bidding, which shall be determined during bid evaluation.
5. ICTS reserves the right not to accept the lowest rate quoted by a bidder and may reject any or all the tenders without assigning any reason whatsoever.
6. Any addendum / corrigendum / extension, if required, pertaining to the NIT will be posted in ICTS website only and will not be published in Newspapers. Bidders are requested to visit ICTS website regularly for any addendum / corrigendum / extension, till opening of the bid.
7. If the last date of sale of tender or date of submission of tender is declared as holiday, the due dates will be the next working day accordingly.
8. All legal suits arising out of the enquiry and subsequent letter of intent / work order, if any, are subject to jurisdiction in the Court of Law of City of Bangalore, India and no other court.

Sl No.	Particulars		
I	A. PRE-QUALIFICATION CHECK LIST. Vendor to qualify in all the pre-requisites with sufficient proof (Yes/No)		
I	1 Valid Registration Certificate of the Firm and healthcare agency/ hospital license.	Y	N
	2 PAN CARD	Y	N
	3 Latest Solvency certificate and Last 3 year's Financial Performance	Y	N
	4 GST Registration Certificate	Y	N
	5 Acceptance of all terms and conditions tender document duly signed on all pages (Annexure should be duly filled and signed)	Y	N
	6 Any technical deviation indicated? If so, are they acceptable to ICTS?	Y	N
	7 EMD enclosed?	Y	N
	8 Does the vendor meet the previous minimum work experience criteria?	Y	N
	9 Does the man power deployment meet the minimum requirement indicated?	Y	N
	10 Has the 'Undertaking Form' (Annexure-E) been duly filled and signed?	Y	N
	11 Any special Information or conditions indicated from the firm? If so, Are they acceptable to ICTS?	Y	N
	12 Does the firm meet all the above minimum criteria to evaluate further?	Y	N

	B. EVALUATION OF VENDOR	Min Marks	Max Marks
II	Attended the pre-bid meeting? (<i>Indicates seriousness & interest shown in understanding the Institute's requirements/ scope of work</i>)	0	5
III	Financial performance: Minimum Annual turnover of the previous year shall be at least 60% of the estimated cost.	10	15
IV	Healthcare agency/ hospital should have minimum work experience of 5 years, having executed at least one work of minimum WO value of Rs.40 Lakhs OR 2 works of minimum WO value of Rs. 20 Lakh each OR 3 works of minimum WO value of Rs.13.5 Lakhs each (annual cost), in the last 3 years, of running similar health promotion centre.	15	20
V	Experience in running Corporate Healthcare Centre	15	20
VI	Performance Certificate from clients.	15	20
VII	Value Added Services proposed to be provided by the Healthcare agency/ hospital	15	20
	Total	70	100

1. **Scope of Contract**

1.1 The healthcare agency/ hospital will provide health care services at International Centre for Theoretical Sciences, Survey No 151, Shivakote, Hessarghatta Bangalore – 560 089

- a) Annexure – A – Scope of work
- b) Annexure – B – General Terms and conditions.
- c) Annexure – C – Schedule of Deviations
- d) Annexure – D – Statutory Obligation.
- e) Annexure – E – Financial Bid (Rate Chart)

1.2 ICTS has a Senior Medical Officer, to oversee the operations of the Health Promotion Centre.

The requirement for operation of the Health Promotion Centre is as below:

- **General physician** – 10.00 am to 5.00 pm (Monday & Wednesday)
1.00 pm to 5.00 pm (Tues, Thurs and Friday)
- **Junior doctor on night duty from 10 pm to 6 am daily**
- **A Nurse from 10 am to 6 pm daily**
- **An Advance Life Support Ambulance with driver shall be available 24x7**

1.3 Once the Work Order is issued, the health-care agency/ hospital will receive instructions from an Officer designated for this purpose (Officer-in-Charge) or his authorized nominee and the healthcare agency/ hospital hereby undertakes to abide by any suggestions/instructions, etc. as regards services covered in this contract.

1.4 Addition/ alterations in scope of work: Any alterations or additions to the scope of work will be communicated to the healthcare agency/ hospital and the healthcare agency/ hospital shall carry them out. For any increase / reduction in the Scope of work, the increase / decrease in the rates shall be negotiated and finalized on mutually agreed basis.

2. **Quality and scope of services**

- 2.1 ICTS needs to provide an in-house medical facility/help to attend to the general health related issues of the campus members and to attend to emergencies, if any, in a timely fashion, especially if they occur at night.
- 2.2 The healthcare agency/ hospital shall appoint trained doctors, staff having good training and a good bearing, maintain adequate staff to ensure there is no hold up of any service for any reason whatsoever.

The qualification and experience of the doctors and nurse shall be as given below:

General Physician : MBBS with minimum 5-7 years' experience

Junior Doctor : MBBS - fresher - on job training

Nurse : Minimum B Sc/ M Sc - Nursing with 5 years' experience

- 2.3 Any deficiency in the number of staff deployed will entail penal reduction from the compensation payable as decided by the Centre. The successful healthcare agency/ hospital as soon as the agreement is signed shall submit a list of their employees along with copy of

appointment order issued to them. As and when there is a change in the staff posted, a revised list shall be submitted along with copy of appointment order issued to the new appointee / appointees, simultaneously.

- 2.4 The healthcare agency/ hospital shall provide and stock pharmacy items based on the requisition approved by the Senior Medical Officer of the Centre. The pharmacy bills will be reimbursed on submission along with monthly bills.
- 2.5 It is normally understood and agreed between both the parties that Centre will not be responsible or be liable for any laws that are in force / that may come into force from time to time in respect of personnel engaged by the healthcare agency/ hospital and he will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.
- 2.6 It is understood and agreed that the healthcare agency/ hospital will be held responsible for any disciplinary matters arising out of the conduct of their employees and the healthcare agency/ hospital will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Center's premises or in connection with the services referred to herein.
- 2.7 The healthcare agency/ hospital will replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person in ICTS.
- 2.8 The healthcare agency/ hospital shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc, as relevant and applicable from time to time.
- 2.9 The healthcare agency/ hospital shall be solely responsible to comply with all legal and statutory requirements that arise out of this agreement and in respect of the employees engaged by the healthcare agency/ hospital in fulfillment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "D". It is understood and agreed that the healthcare agency/ hospital will provide suitable uniforms with company insignia, badges/ID cards with photos of their employees. It is healthcare agency/ hospital's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
- 2.9 It is clearly understood and agreed upon that neither the healthcare agency/ hospital nor Contract employees shall have any claim on employment with Centre at any point of time and this arrangement is purely between the healthcare agency/ hospital and the Centre for specific services for the period specified.
- 2.10 The successful healthcare agency/ hospital shall indemnify/deemed to have indemnified the Centre for all claims/losses arising out of work done through this tender contract. The healthcare agency/ hospital is deemed to have indemnified the Centre against any claim by any authority once the work order is awarded. In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the healthcare agency/ hospital only shall pay such claim/damages and even if the Centre is called upon to pay, such damages/penalties and or cost shall be recovered from the healthcare agency's/ hospital's dues /amount payable or shall be paid by the healthcare agency/ hospital on demand from ICTS.
- 2.11 The healthcare agency/ hospital shall follow all rules as may be existing or may be framed from time to time at ICTS on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in ICTS as amended from time to time.

3. **Tenure & Termination**

- 3.1 The contract with the Centre will be for a period of one year. The Centre reserves the right to extend the contract for two more years (one year at a time) on the same terms and conditions. The Centre reserves the right to terminate the Contract during the pendency of the Contract period if the performance is found unsatisfactory.
- 3.2 Except as provided in Clause 3.6 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the healthcare agency/ hospital, the entire security deposit would be forfeited. Any other costs and / or damages incurred by the Centre to maintain the services contracted to the healthcare agency/ hospital, on account of such short notice will be deducted from the dues payable to the healthcare agency/ hospital, or shall be paid by the healthcare agency/ hospital on demand if such dues fall short of such costs.
- 3.3 In the case of failure to complete the contract in terms of such contracts within the contract period specified in the tender and incorporated in the contract and if such work is got done by the Centre from any party at a higher rate, the healthcare agency/ hospital shall be liable to pay the Centre the difference between existing rate and the rate of the new Contract.
- 3.4 **Risk Clause:** Notwithstanding the other terms therein, the Centre at its option will be entitled to terminate the contract and to avail service from elsewhere at the risk and cost of Healthcare agency/ hospital either the whole of the contract or any part which the healthcare agency/ hospital has failed to perform in the opinion of the Centre within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The healthcare agency/ hospital shall be liable for any loss which the Centre may sustain by reason of such risk in addition to penalty.
- 3.5 **Insolvency and breach of contract:** The Centre may, at any time, by notice in writing summarily terminate the contract without compensation to the healthcare agency/ hospital in any of the following events:
 - (a) If the healthcare agency/ hospital being an individual or a firm, if any partner in the healthcare agency's/ hospital's firm shall be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into an arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or
 - (b) If the healthcare agency/ hospital being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
 - (c) If the healthcare agency/ hospital commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre provided also that the healthcare agency/ hospital shall be liable to pay the Centre for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.
 - (d) In the event of inadequate or unsatisfactory performance of duties by the healthcare agency/ hospital, the Centre shall have the right to bring to the notice of the healthcare agency/ hospital the default(s) on their part and the healthcare agency/ hospital shall ensure that the said default(s) is / are not repeated and/or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default(s) being inadequately corrected, the Centre shall have the right to immediately terminate the agreement.

3.6 Notwithstanding any other clause herein, if there is any act or omission by the healthcare agency/ hospital or the Contract employees which jeopardizes the safety / security of the Centre including, but not limited to :

- a) Theft or pilferage of property of ICTS
 - b) Fire, flooding, breakage or damage
 - c) Violence or physical attack on the Campus
 - d) Any act or incident which may prove detrimental to the interests of ICTS,
- the contract would be terminated without any notice. Further, the healthcare agency/ hospital would be levied penalties, as found appropriate by the deemed authority. The decision of the Centre Director shall be final in such matters.

4. **Payment Terms:**

4.1.1 The healthcare agency/ hospital shall submit bills after the completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects.

4.2.1 The monthly running bill of the healthcare agency/ hospital will become payable at the end of each month on submission of a monthly claim to the Accounts Officer, and on due certification by the Officer-in-Charge of satisfactory services against the claim. The healthcare agency/ hospital's payment will be released only after disbursing the salary to contract employees every month.

4.2.2. The Officer-in-Charge is authorized to deduct any amounts as determined by the Centre Director from the amounts due to the healthcare agency/ hospital for any deficiency in services provided by the healthcare agency/ hospital.

4.2.3. Payment of healthcare agency/ hospital's bill shall normally be made within 15 days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.

4.3 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.

4.4 **Security Deposit:**

A security deposit @ 10% of the contract value shall be provided by the Contractor within 15 days of awarding of Contract, failing which the entire amount shall be recovered in the first 4 months' running bill. Alternatively, a Bank Guarantee from a Commercial Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period. The security deposit is refundable after expiry of the agreement subject, to any claims on the Contractor. The Centre reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the Contractor or to meet any statutory deficiencies. The security deposit does not carry any interest. The Centre shall have the absolute right to deduct from the security deposit and/or any amount payable to the Contractor and any damages as may be determined by the Centre Director, whose decision shall be final on account of any act or omission in the Contract, by the Contractor.

4.5 **It is important for the healthcare agency/ hospital to note that the rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. 3 years from the date of Work Order. Any increase or decrease in the rates shall be only in respect of statutory duties / levies and such claim/s shall be valid only with**

adequate documentary evidence. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.

- 4.6 The healthcare agency/ hospital shall pay any claim made by the Centre for any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the healthcare agency/ hospital. It may be noted that the Centre shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the healthcare agency/ hospital. If the Security Deposit or outstanding bills of the healthcare agency/ hospital is found inadequate, then such monetary recoveries shall be effected from any amount payable to the healthcare agency/ hospital against this or any other contract until the dues of the Centre are fully settled. If the claim of the Centre could not be met in this manner, the healthcare agency/ hospital shall pay up all such claims if a demand is made by ICTS.

5. Safety, Security and Insurance

- 5.1 The healthcare agency/ hospital shall follow all security rules of the Centre and instructions received from time to time regarding personnel identity cards, material movement etc, of the healthcare agency/ hospital.
- 5.2 During the pendency of the agreement, the healthcare agency/ hospital shall be liable to fully compensate all concerned for any loss due to negligent services, wrong advice or wrong treatment, including third party risks arising due to such deficient services. The decision of the Centre Director will be final & will be binding on both parties.

The healthcare agency/ hospital shall take Employees Liability Insurance of prescribed value for their employees. It must adequately cover all employees/workers under Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the healthcare agency/ hospital shall produce the original insurance policy and the license of the workers where applicable to the Centre.

6. Miscellaneous

- 6.1 The work mentioned in the schedule is only indicative. The Centre reserves the right to increase or decrease the quantum of work. The healthcare agency/ hospital shall execute the work on the same terms and conditions and rates throughout the period of agreement.
- 6.2 The Supervisor/ representative of the healthcare agency/ hospital shall meet the designated Officer of the Centre regularly to receive the details of issues / complaints to be attended to and after attending to these complaints, a report on the same has to be submitted to the concerned Officer.

7. Dispute and Resolution

Any dispute or differences that may arise between the parties shall be referred to the sole arbitration of the Centre Director or his nominees and the healthcare agency/ hospital shall have no right to object to the appointment of the Director or his nominee as the sole arbitrator. The decision of the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore and no other place. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

8. Primacy of Documents

The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this agreement. If there is any discrepancy between the above documents, the statement in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexure thereof, i.e. tender documents and annexures have least primacy, if any clause or detail thereof has been superseded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the healthcare agency/ hospital.

9. Amendments to Work Order / Agreement:

Any amendment to the Work Order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorized personnel of both parties.

For and on behalf of International Centre for Theoretical Sciences

Administrative Officer

Terms & Conditions

1. PAYMENT TERMS: After satisfactory completion of work on monthly basis.
2. Healthcare agency/ hospital shall take necessary precautions to ensure safety of his crew, materials & equipment, during the period of contract in ICTS.
3. ICTS will not be responsible or liable for any accident, damage, loss to his men & materials.
4. Any act of commission or omission which jeopardizes the safety / security of the centre, the healthcare agency/ hospital will be fined by the centre and any expenses whatsoever incurred towards the work that need to be discharged by the centre on account of this, shall be suitably recovered from the healthcare agency/ hospital, as deemed fit and as decided by ICTS.
5. The Centre shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject **any or** all tenders without assigning any reason whatsoever.
6. The contract will be for one year. ICTS may extend the contract for a further period of two more years (one year at a time) at the same cost, terms & conditions.
7. Salary to the employed staff to be paid on or before 7th of every month, irrespective of the issues related to pending bills, statutory deductions etc.
8. Monthly bills to be submitted by 10th of every month.

ANNEXURE – A

SCOPE OF WORK

Particulars of services	Frequency of services
A. General Physician	10.00 am to 5.00 pm (Monday & Wednesday) 1.00 pm to 5.00 pm (Tues, Thurs and Friday)
B. Junior Doctor on Night Duty	10.00 pm to 6.00 am daily
C. Nurse	10.00 am to 6.00 pm daily
D. Ambulance with Advanced Life Support and driver	24 X 7

Other Value Added Services:

Healthcare agency/ hospital shall organize health camps/ special consultations, discussions on health related topics at regular intervals free of cost. Other benefits and services at their clinics/ hospitals shall be provided at discounted prices to ICTS users.

The Centre (ICTS) shall provide the following primary infrastructure:

- Medical room
- Examination table and couch
- Appropriate Chairs and Stool
- Communication Support
- Stationery, Computer and Printer
- Storage space for medicines and medical documents
- Wash basin
- Stretcher
- Wheel chair

Annexure – B

GENERAL TERMS AND CONDITIONS OF CONTRACT

Note:

The employees/ workers employed shall be well-trained and experienced to handle the services as per the Scope of work mentioned in the Annexure 'A'.

The healthcare agency/ hospital shall provide the name and details of their personnel. A list of all the names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless ICTS has asked for it, or without advance approval of ICTS.

The doctors/ nurses can avail of the ICTS shuttle facility for transport.

The healthcare agency/ hospital shall use emergency services like medical help and emergency vehicles of ICTS in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury / death and or loss / damage will fully rest with the healthcare agency/ hospital.

The Tenderer must indicate the deviation in Annexure – C, with reasons thereof and only if such deviation (s) is/are part of the work order issued by ICTS, will the deviation (s) become part of the agreement.

The rates quoted shall be valid for 3 years from the date of Work Order followed by joint agreement.

ANNEXURE – C

SCHEDULE OF DEVIATIONS

Sl. No.	Requirement of the Centre	Sl. No. as per schedule	Deviation Proposed

Name and Address of the Tenderer

Signature of the Tenderer

ANNEXURE – D

STATUTORY OBLIGATIONS

The healthcare agency/ hospital will strictly observe and follow the following statutory regulations/acts as well as any new rules / changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify / is deemed to have indemnified ICTS against all such liabilities which are likely to arise out of the healthcare agency/ hospital's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected healthcare agency/ hospital that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the healthcare agency/ hospital appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all healthcare agency/ hospitals to cover all their employees covered by this tender with these cover / benefits.

1. The Contract Labour (Abolition & Regulations Act, 1970):

The healthcare agency/ hospital shall obtain and produce license from the Labour Commissioner's office. They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

2. Payment of Wages Act:

It is necessary that the healthcare agency/ hospital's employees are paid their wages payable for one month of working by 7th of the succeeding calendar month. The healthcare agency/ hospital will receive payment from us only after you have disbursed in full the wages payable to his employees. The wages shall be distributed in our premises and one of the representatives from the Centre will be nominated to witness the disbursement of the wages, and sign the disbursement report.

3. Provident Fund Act:

The contracts shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be from contribution from the successful bidder, proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act. The PF contribution of Employer will be 13.61% on (Basic + VDA), but restricted to Rs.6,500/- (Basic + VDA) per month.

4. Employees State Insurance Scheme:

The contract shall cover all your employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default. Incase if the ESI coverage is not possible, they have to be covered under equivalent and suitable insurance.

5. Minimum Wages Act (Central):

The contract shall pay well above the minimum wages (Central) to each of their employees. Such rates shall be the rate implied or agreed between ICTS and the healthcare agency/ hospital.

6. Workmen's Compensation (ELI):

All employees/ workers shall be covered for injury / death under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the healthcare agency/ hospital to cover all employed by the healthcare agency/ hospital in ICTS. ELI premia is of the order of 3% on (salary + DA) subject to a maximum salary of Rs.4,000.00

7. Karnataka Labour Welfare Fund Act, 1965.

8. Karnataka Shops & Commercial Establishments Act, 1961

9. General:

Contribution towards PF, ESI & ELI shall be paid to the healthcare agency/ hospital only in succeeding months on submission of proof of having paid the premia / subscription. Premia towards ELI shall be paid to the healthcare agency/ hospital on a pro-rata basis every month on submission of original policy and receipt. All premia/ contribution / subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the healthcare agency/ hospital shall promptly inform ICTS, which will suggest ways and means to put such unpaid amounts to proper use.

Annexure –E : Rate Chart

Total bid amount per month inclusive of all taxes and duties as per Scope of Work and other details as contained in the tender document (please furnish in table below based on scope of work as shown in Annexure-A):

TABLE A

Sl No.	Particulars	Designation/ Experience	Amount quoted per month
1	General Physician		
2	Junior Doctor (for night duty 7 days a week)		
3	Nurse (for 8 hrs duty 7 days a week)		
4	ALS Ambulance on 24/7 duty	-	
5	Management Cost/ Agency Margin	-	
6	Biomedical Waste Disposal (Rate per Kg)	-	
7	Cost of License as per Karnataka Private Medical Establishment Act	-	
8	Tax (GST) as applicable	-	
	Total Per Month		
	Grand Total per annum		
(Rupees)			

Please attach separate sheets, if necessary.

- Specify designation and experience of Doctors and Nurse in the table above.
- All efforts have been made to indicate our requirement. However it is the responsibility of the healthcare agency/ hospital to fulfil the scope of work as per our requirement without any extra cost. Therefore adequate care must be taken before bidding to ensure that all items are covered.
- In order that the bidders have a clear idea, it is important that the prospective healthcare agency/ hospital visit ICTS to see the area and work and have discussions before submitting the bids.

All amounts in Table-A to be indicated in figures. In the event of any discrepancy/erasures only the lowest figure will be considered.

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Total monthly amount payable is per month inclusive of all taxes, duties & other statutory levies for the Scope of Work as per Annexure - A and Rate Chart Annexure – E.

Total per annum in words: _____

(SIGNATURE)
SEAL)

(DATE)

(COMPANY

NAME:

DESIGNATION: