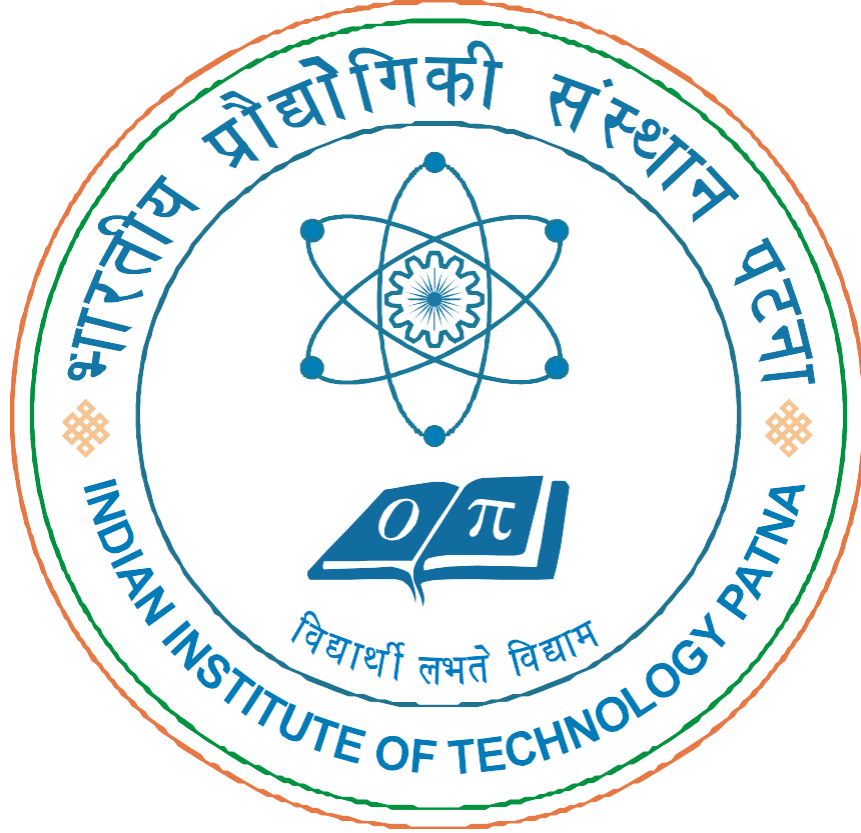


**INDIAN INSTITUTE OF TECHNOLOGY PATNA BIHTA, PATNA**

**Phone: 06115 233 103**



**TENDER DOCUMENT FOR PROVIDING "MEDICAL SERVICES TO STUDENTS, EMPLOYEES & THEIR DEPENDENTS AT IIT PATNA HEALTH CENTRE, BIHTA CAMPUS"**

**Tender Reference No.: IITP/Admin/Medical/2023/02/1998, Date: 28.12.2023**

## **CONTENTS OF TENDER DOCUMENT**

Contract for providing complete medical services to the Students, Employees & their dependents of IIT Patna by running the Health Centre (HC) situated at its campus in Bihta.

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**INDIAN INSTITUTE OF TECHNOLOGY PATNA**  
**BIHTA, PATNA - 801106 (Bihar)**  
**Phone: (06115)-233-103**

**NOTICE INVITING TENDER THROUGH E-PROCUREMENT**

Indian Institute of Technology Patna hereinafter referred to as 'the Institute' is an Institute of National Importance, established by an Act of Parliament of India, the Institutes of Technology Act, 1961 (2012). It was established in 2008 to foster technology, education & research in India. As on date, the Institute has about 3000 Students, 250 Employees and 1000 Dependents of Employees; the student strength is expected to rise further in coming years.

For providing healthcare and wellness services to its students, employees & their dependents, the Institute has planned to outsource health care management services in all respect to eligible hospital / clinic; selected agency has to manage *Health Centre* situated at its campus at Bihta, Patna; where primary Medical Services can be rendered.

The selected agency has to look after the complete management including (providing, equipping, manning, running and managing) of Medical & Paramedical Services at institute's Health Centre (hereinafter called as HC), including:

- Medical consultancy services,
- Services in the areas of reception, support office, dressing, physiotherapy, pathology, disposal of medical wastes and other services related to the indoor patients and wards.

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

Institute invites **Online Tenders** from reputed medical service providers for the above mentioned Medical & Paramedical Services at IIT Patna and complete management of the Institute's HC situated at Bihta, Patna, Bihar. **NO MANUAL BIDS SHALL BE ENTERTAINED.**

The Institute shall not be responsible for any delay in submission of online Bids. The Institute reserves the right to accept or reject any bid, 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.

**THERE IS NO TENDER FEE APPLICABLE FOR THIS TENDER.**

The tender documents along with specifications, terms and conditions can be downloaded from IIT Patna website i.e. [www.iitp.ac.in](http://www.iitp.ac.in) as well as <https://www.eprocure.gov.in>) as per the schedule as given in **CRITICAL DATE SHEET** as under:

**CRITICAL DATE SHEET**

Tender No.	<b>IITP/Admin/Medical/2023/02/1998</b>
Date and Time of Issue/Publication	28.12.2023 (05:00 pm)
Document Download/Sale Start Date and Time	29.12.2023 (10.00 am)
Bid Submission Start Date and Time	29.12.2023 (10.00 am)
Pre-Bid Meeting	08.01.2024 (11.00 am)
Bid Submission End Date and Time	29.01.2024 (03.30 pm)
Date and Time for Opening of Bids	30.01.2024 (04.00 pm)
Address for Communication	The Registrar, Indian Institute of Technology Patna, Kanpa Road, Bihta – 801 106 Email: registrar@iitp.ac.in

## **Minimum qualifying criteria:**

The bidder must have:

1. At least three years' experience in providing health care services in the field of multiple specialty and should have minimum 50 indoor bed capacity including ICU/NICU/ITCU as per the requirement indicated in the Bid document.

Details supporting the above criteria along with satisfactory completion certificate in Medical services from all the organizations (where the bidder has served / serving / empaneled for similar services) must be provided in the attached Performa. **(Annexure-II)**

2. Average annual turnover of at least Rs 2.00 crores for the preceding three financial years (F.Y. 2020-21, 2021-22 & 2022-23).

3. Valid Hospital license

4. Have doctors, at least MBBS or/and MD, in at least six areas mentioned in para 2 on page no. 17.

5. MRI and CT scan facilities

This tender is being invited in compliance with Rule 144 (xi) of GFR Rules, 2017 as under:

- I. Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means.
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such entity; or
  - f) A natural person who is a citizen of such a country; or

- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a.) “Controlling ownership interest” means ownership of or entitlement to more than twenty five percent of share or capital or profits of the company;
- b.) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capitals or profits of such association or body of individuals;

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with third person.

The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

## **DOCUMENTS TO BE UPLOADED IN THE TECHNICAL BID & FINANCIAL BID**

The scanned copy of the following documents must be uploaded on Central Procurement Portal (<https://www.eprocure.gov.in/eprocure/app>):

### **TECHNICAL BID:**

1. Company's/ Hospital's / Firm's / Agency's Registration Certificate from the appropriate authority (*must have at least three-year experience*).
2. Proof of Submission of Earnest Money Deposit (EMD) or valid certificate/document in support of EMD exemption.
3. GST Registration Certificate, if applicable.
4. Proof of having ICU/NICU/ITCU, MRI and CT scan facilities.
5. Details of number of beds in the bidding hospital (*should have minimum 50 indoor bed capacity*).
6. Valid Hospital license.
7. Documentary proof of having doctors, at least MBBS or/and MD, in at least six areas mentioned in para 2 on page no. 17.
8. Document showing average annual turnover of at least Rs 2.00 crores for the preceding three financial years (F.Y. 2020-21, 2021-22 & 2022-23)
9. Audited Balance Sheet for the last three Financial Years i.e. 2020-21, 2021-22 & 2022-23.
10. Testimonials/certificates from competent authority regarding the quality/performance of service provided in each case (experience).
11. Documents regarding present Establishment / Business (self- explanation) by the bidder about his / her establishment with Company's / Hospital's Brochure (if any) showing its brief profile.
12. Proposed Plan/ Methodology for proposed work/ services in the Institute.
13. Scanned Copy of Completely Filled in Annexures II, III, IV, V, VI, VII, VIII, IX, X & XI.

### **FINANCIAL BID:**

1. Price Bid as BoQ\_XXXX.xls / .pdf

Registrar

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

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

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

### **REGISTRATION:**

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app> ) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to 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.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority Recognized by CCA India (e.g. Sify / nCode / eMudhra etc. ), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.



## **SEARCHING FOR TENDER DOCUMENTS:**

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, other keywords etc, to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS:**

- Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- The Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. They should note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviation from these may lead to rejection of the bid.
- Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, these can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 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, and Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS:**

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

- The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 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.

## **SCOPE OF WORK**

The scope of work is “Contract for providing complete medical services to the Students/Employees of IIT Patna and their dependents by running the Health Centre (HC) situated at its permanent campus in Bihta” including Out Patients (OP), In Patient (IP), Day Care (DC), Pathology, Emergency and other related Services.

In particular, the following shall be maintained:

- The Health Centre shall be equipped with at least 6 in-patient beds operated 24 x7 **which will be arranged by IIT Patna.**
- The tentative number of the competent manpower required is presented in Annexure I. The medical professionals associated with HC shall perform the jobs assigned by the Medical Officer In-Charge of the HC.

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

### **1. OUT PATIENTS (OP) SERVICES:**

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

- OP services shall operate 24 x7 throughout the year.
- The Health Centre must be manned by competent Medical Officer/s and supported by competent Nursing Staff Members as per Annexure I.
- The Service Provider shall arrange visit of medical specialists in Pediatrics, Obstetrics, Orthopedics, Medicine, Dermatologist, ENT, Eye, Dental, Physiatrist and in other areas as per requirement of the Institute. Such visit would be paid on quoted rates as mutually agreed;
- The Service Provider shall give Emergency Care to persons as the need arises. Competent Medical Officers and Paramedics shall be made available 24 x7 throughout the year by the service provider.
- The Medical Officers and Paramedics shall record` the observations, diagnosis and prescriptions in the Medical Booklet of each Patient attended to; and

- All equipment and skills required to provide emergency treatment (such as suturing, dressing, resuscitation and first aid) shall be made available by the service provider; necessary consumables shall also be made available in stock in sufficient number and within the validity period by the service provider.

## **2. IN PATIENTS (IP) SERVICES**

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

- The HC shall be equipped with at least 6 in-patient beds operated 24x7 which will be arranged by IIT Patna.
- All associated equipment (like beds, wheel chair, stretcher, oxygen cylinder, ECG machine, multipara monitor and semi-automatic ventilator) and skills required shall be made available by IIT Patna for carrying out basic treatment to In-Patients.
- X-Ray Machine is to be provided by the bidding hospital.
- Injections, inoculations and medication shall be administered in a timely manner to IP patients or OP referred patients, as directed by the Medical Officers; and
- The Medical Officers shall complete all other assigned work and maintain proper medical record of the patients.

## **3. DAY CARE (DC) SERVICES**

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

- The Day care services shall be operated 24x7 on all days.
- Associated equipment (X - ray machine) and skills required shall be made available for carrying out basic treatment.
- Injections, inoculations and medication shall be administered in a timely manner to patients, as directed by the Medical Officers; and

- The Medical Officer shall complete all other assigned work and maintain proper medical record of the patients.

#### **4. PATHOLOGY SERVICES**

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

- Pathology Laboratory shall run for one shift of 8 hours every day;
- The Service Provider shall depute one competent Laboratory Technician as per the schedule and scope given in tender who shall be available for collecting the sample and other related works;
- All equipment and skill required to carry out basic tests of hematology, cytology and biochemistry and emergency tests shall be made available in the HC;
- Service Provider shall arrange to carry out Pathological Tests in empanelled hospitals or other state-of-the-art facilities in Patna or elsewhere, of such tests for which facilities are not possible to be made available in Pathology Laboratory at IIT Patna Health Centre. For such Pathology Tests, the non-fixed costs would be reimbursed by the Institute to the Service Provider on CGHS rate.

#### **5. OTHER RELATED SERVICES**

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

- **Dressing Room Services:** The Service Provider shall depute one nurse available 24 hours on all days round the year to attend to Patients needing dressing; perform work relating to dressing requirements; perform minor stitching, opening of stitches, auto-cleaning of dressing material; applying POP plasters; and ensure neatness and cleanliness of the Dressing unit as per medical norms. The said nurse shall work under 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 (as per prevalent national laws and requirements) all biomedical, chemical and radiological waste generated within the Health Centre, including its segregation, transportation, storage, treatment and destruction. Service Provider should be registered for

biomedical waste.

**Only general cleaning of the Health Centre will be done by the Institute.**

The Service Provider shall arrange to maintain the premises and indoor rooms of the HC, wards, toilets, etc., in clean, neat and hygienic conditions, as per the instructions and guidance of Authorized Representative of the Institute.

## **6. OFFICE SUPPORT SERVICES**

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

- (i) facilitate the registration of patients of OPD, IPD and Emergency,
  - (ii) assist and transfer injured and sick patients to referral hospitals,
  - (iii) co-ordinate to get treatment in empaneled hospitals,
  - (iv) support in ambulance services,
  - (v) handle medical booklets,
  - (vi) distribute the medical reports and upkeep of records thereof, and
  - (vii) Assist the Medical Officer, In-charge of HC, as and when required.
- Institute may assign any work to them related to hospital as per need.

## **7. PERSONNEL**

For all the various positions mentioned in the document, only such persons shall be deputed at the HC, 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 medical profession for the said posts, and necessary skills duly certified by an authorized body). The Service Provider shall produce all such certificates to demonstrate the due competence of the persons to demonstrate their educational qualification, experience and skills; and
- Are cleared/approved by the Authorized Representative of the Institute, after duly verifying the pre-requisites laid down for each post before the person is deployed at the HC.

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

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

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

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

**The Service Provider shall provide:**

- All persons deputed at the HC with sufficient numbers of 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 HC.



## **GENERAL TERMS AND CONDITIONS**

### **1. General:**

Online tenders are invited in a **Two-bid system** (viz. Technical Bid & Price Bid) from experienced multi-specialty hospital/ agencies fulfilling criteria as mentioned in the bid document.

Bidders/Tenderers have to produce original/ hard copy of documents, uploaded in the technical bid by the bidders for verification as and when it is demanded by the competent authority of IIT Patna.

**The successful bidder must dedicate at least one ambulance entirely for IIT Patna after award/operation of contract.**

**All blood tests and other investigations shall be charged as per CGHS rate by the successful bidder.**

### **2. Name of the work:**

Providing Medical Services to students / employees and their dependents of IIT Patna.  
**Area includes (list is not exhaustive):**

**Cardio, Pediatric, Nephrology, orthopedic, ophthalmology, Surgical, ENT, dentistry, Medicines, Physiotherapy, gynecology, Dentistry.**

**Service provider must also:**

- 1) Provide diagnostic tests to support diagnosis
  - 2) Provide regular /special tertiary health check-ups
  - 3) Perform general / minor surgery
  - 4) Stabilize the patient (cardiac / injury) before shifting to specialty hospitals
  - 5) Ensure follow-up treatment through tie-up with specialty hospitals
- Create a system for counselling for the students/residents community.

### **3. Earnest Money Deposit:**

The bidders have to deposit **₹ 5,00,000/- (Rupees Five Lacs only)** as Earnest Money or a valid EMD exemption certificate. EMD may be paid to the Institute's account using i-collect of State Bank of India. **Steps for paying EMD are given below:**

Click following link:

<https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>

Please choose " Bihar" in drop down menu against State of Corporate / Institution

Please choose " Educational Institutions" in drop down menu against Type of Corporate / Institution \*

Then click "Go" tab

The page will direct to "Educational Institutions Name". Please select/type "Indian Institute of Technology Patna" as educational institute.

Select Payment category as EMD/PSD (Gen Admin)" and make the payment accordingly.

**Select payment category very carefully and any mistake/wrong payment must be avoided.**

The proof of deposit of fee must be uploaded in the technical bid. EMD will be refunded to the unsuccessful bidders after awarding the service contract to the successful bidder, without any interest.

#### **4. Security Deposit:**

The successful bidder will be required to deposit a security deposit at the rate of 5% (five percent) in the form of demand draft, Bank Guarantee, insurance surety bond having validity of 18 months initially or Fixed Deposit Receipt (FDR) within 15 (fifteen) days after the award of outsourcing service for entire period of contract. No interest is payable on EMD/Security deposit. The Bank Guarantee / Fixed Deposit Receipt (FDR) needs to be extended for further period as per the extension granted by IIT Patna. The Bank Guaranty / Fixed Deposit Receipt (FDR) should be valid upto 6 months after the date of expiry of the contract.

#### **5. Tender / Bid Validity:**

**180** (one hundred eighty) days from the date of opening of the Technical Bid.

#### **6. Payment terms:**

Payment will be made after successful completion of work on a monthly basis which will be released positively within 15 days after submission of bill in all respect to the admin section of IIT Patna.

## **7. Contract Period:**

Contract shall be for one year from the stipulated date mentioned in the award of contract. The contract can be terminated anytime by IIT Patna by serving one-month notice. Empanelment may be extended for the period as decided by IIT Patna. However, extension cannot be claimed as right.

## **8. Inspection Authorities:**

- a) The Registrar, IIT Patna, Bihta, Patna – 801106, Bihar (or the person nominated by him)
- b) The PIC Medical/ Medical officer In-charge, IIT Patna, Bihta, Patna – 801 106, Bihar (or the person nominated by him)

## **9. Filling up of the Tender :**

- a) All Forms / Annexures in the tender document must be filled up and uploaded.
- b) The tender must be written or typed legibly in English only.
- c) Overwriting in the tender may render the tender invalid.
- d) Corrections should be made after scoring out the incorrect entry. All corrections should be duly attested with the full signature of the person signing the tender.

## **10. Submission of Bids:**

The **Technical Bid** and **Financial Bid** must be uploaded only on (<https://www.eprocure.gov.in/eprocure/app>) online. **The Financial bid should contain the filled in Financial Bid Annexures along with unconditional rates.**

## **11. Evaluation of Tender :**

The institute may call bidders for presentation. If a bidder is called for presentation then attendance of the concerned bidder/his authorized representative is mandatory on the scheduled date and time for presentation, failing which the bidder shall not be declared technically qualified.

The presentation shall broadly cover the following: -

- (a) Brief History of the hospitals/firms.
- (b) Kind of services provided by bidder presently.
- (c) Kind of proposed services to be provided in IIT Patna.
- (d) Compliances report on payment of Statutory Dues by the bidder.
- (e) List of doctors, specialization & No. of human resources having with the bidder in totality, and proposed plan for providing better medical services in IIT Patna.

The technical bid will be evaluated by an internally constituted committee of the Institute.

(f) Document verification with originals.

The Technical bids will be scrutinized on the basis of eligibility criteria.

Financial bid of only technically qualified bidders shall be opened on the basis of presentation (if applicable) and uploaded documents.

**NOTE:** The technical bid shall be opened on the scheduled opening date and the price bid of only the bidders who are found qualified on evaluation of the technical bid and have appeared in presentation, if asked for, shall be opened on a later date (working day) with intimation to the bidders.

Financial bid must be submitted separately in the prescribed format.

## Financial Bid / Reference for BoQ

### Notice Inviting Tender Ref. No.: IITP/Admin/Medical/2023/02/1998

Contract for providing complete medical services to the Students/Employees of IIT Patna and their dependents, situated at its permanent campus in Bihta. I/We the tenderer/bidder hereby quote our monthly rate as follows:

Sl. No.	Job Description	Number of Persons required per shifts (A)	Minimum Qualification and Experience	Unit Rate (B) Monthly	Total Monthly Rate = Unit Rate x Quantity (A x B)
1.	Doctor	01 in each shift (3 shifts) Quantity – 3	MBBS degree plus 5 years experience in respective field OR M.D.		
2.	Physiotherapist	01 (During day shift) Quantity – 1	BACHELOR OF PHYSIOTHERAPY BPT + 1 year experience in respective field		
3	X ray machine (1 No.) with operator (during day shift) <b>[Lump sum Rate per month]</b>				
4.	Service charges per visit (minimum 02 hours) towards Specialized visiting doctors (@ each specialist) Give rate of one specialist. <b>(Per visit rate)</b>				
5.	Charges towards Sanitary Services related to patient care <b>(Lump sum Rate per month)</b>				
6.	Any other charges for Statutory Liabilities, Liveries, Taxes etc. <b>(Lump sum Rate per month)</b>				
7	Equipped Ambulance Charges with driver <b>(Large- seating capacity 9+P+D or equivalent) (monthly rate) [Round the clock]</b>				

8	Running charges of Ambulance			
(i)	Within the campus		<b>FREE</b>	
(ii)	Outside the campus (a) Up to Bihta			
	(b) Up to Patna			
<b>Total Monthly Rate for Providing Medical Services for Maintaining Health Centre at IIT Patna, Bihta Campus including all cost towards Remuneration / wages, salary of Staff deployed at IITP, including resident medical officers and other staff members and providing different services enlisted above including all statutory liabilities / taxes etc. (Sl. No. 1 to 8)</b>			<b>In Figures =</b>	
			<b>In Words =</b>	
9.	Dresser (Skilled). The dresser will assist on duty nurses in addition to his duties.	01 in each shift (3 shifts)  Quantity – 3	Certificate in Medical Dressing + 4 years' experience in respective field	Basic wages plus VDA As per prevailing rates of Ministry of Labour & Employment, GoI, New Delhi for <b>Class "C"</b> Area under employment in construction or maintenance in Roads, Runways, or in Building Operations including works as mentioned in Scope of Work. <b>Bidders need not quote the rates</b> for sl no. 9 to 12. EPF and ESI should be as per Statutory norms in accordance with the GoI notifications from time to time. Bonus @ 8.33% of wages (or as per the prevailing rate) will be paid on monthly basis along with wages to the Agency. The agency has to pay the same to the deployed personnel accordingly), as per Statutory norms in accordance with the GoI notifications from time to time.
10.	Nurse (Highly skilled)	02 in each shift (3 shifts)  Quantity – 6	Diploma in Nursing + 4 years' experience in respective field OR B.Sc. (Nursing)/ GNM degree + 1 year experience in respective field	
11.	Lab Technician (Highly skilled)	01 (During day shift) Quantity – 1	DMLT +5 years' Experience in respective field OR BMLT+3 years' experience in respective field	
12.	Supporting Staff/ward boy (Skilled)	01 in each shift (3 shifts) Quantity - 3	Matriculation + 1 years' experience in respective field	
Service Charges of the Agency on basic wages plus VDA (not less than 3% shall be quoted) for <b>Sl no. 9 to 12 only</b>		Service Charge is to be quoted in percentage, not in amount ..... %		
GST (if applicable)				

**Note:**

All blood tests and other investigations shall be charged as per CGHS rate by the successful bidder.

### **Additional points for Sl. no. 9 to 12**

- Those quoting service charge less than 3 (three) % will be summarily rejected. Service Charge quoted in percentage shall be considered up to two decimal digits.
- Percentage of Service Charges shall be paid by IIT Patna on wages plus VDA **only**.
- The statutory charges such as EPF (13% including administrative charges of basic wages), ESI (3.25% of Basic wages) and Bonus (8.33% of basic wages) or as applicable from time to time for the second month will be reimbursed on production of proof of payment of the first month. Institute shall not be liable for any payment on account of fines/penalties etc. arising on account of late/non-timely compliances.
- Wages of manpower may be revised as per the notification issued by Chief Labour Commissioner, New Delhi in this regard. There will not be any increase in the amount of service charges due to revision in Basic Wages except due to increase in VDA.

### **Final Evaluation of Tender:**

Service charge quoted in total for sl. No. 9 to 12 shall be multiplied by basic wages and VDA prevailing as on closing date of the tender. Amount thus arrived shall be added to the amount arrived after adding total charges quoted for sl. No. 1 to 8. The total amount (sl n. 1 to 8 + sl. No. 9 to 12) shall be considered final price bid.

Technically qualified L 1 bidder shall be empaneled to provide health services at IIT Patna. In the event of two or more Bidders quoting exactly the same price, tie breaking criteria shall be applied as follows (serially):

1. The hospital/health centre having maximum number of doctors.
2. The hospital/health centre having oldest registration certificate shall be considered.
3. Any other criteria determined by IIT Patna

## **Other Terms and Conditions**

### **12. Acceptance of the Tender Offer:**

- a) IIT Patna does not bind itself to accept the lowest or any tender and reserves the right to accept / reject the whole or any Group of the tender without assigning any reasons thereof.
- b) Acceptance of the tender offer will be communicated by a letter of acceptance from the office of the Registrar, IIT Patna.

**The tender may be rejected in absence of proof of EMD submission.**

### **13. Submission of Tender:**

Tender must be submitted in original and without making any additions, alterations and as per details given in other clauses in the tender document. The requisite details shall be filled in by the bidder in the tender document. The rate shall be filled in the Schedule given in this tender document. Reservations, if any, regarding the tender conditions and schedule rates should be sought at the time of pre-bid meeting or through seek clarification menu of <https://www.eprocure.gov.in/eprocure/app>. **NO ALTERATION / RECTIFICATION / CLARIFICATION WILL BE ENTERTAINED POST BID SUBMISSION.**

**The interpretation would be based solely on the basis of documents submitted by the bidder. Hence, the prospective bidders are requested to pay utmost attention while preparing the bid documents and should show utmost diligence while filling the Schedules.**

### **14. Rates and Taxes:**

The Institute is not liable to pay any other charges/ taxes not mentioned in the tender except relevant GST. Income tax will be deducted at source and will be deposited with the appropriate authorities. GST will be paid to the agency at the applicable rate by the Institute and it will be the responsibility of the agency to deposit the same with the concerned authorities within stipulated time and proof of which is to be submitted to the Institute within one month from the date of release of such tax by the Institute or raising of the next bill whichever is earlier.



### **15. Statutory Compliances:**

If provision of labourers / employees attracts Labour Laws, then the bidder (as and when applicable the bidder/Contractor [under the Contract Labour (R&A) Act. 1970] has to obtain license from the competent authority as and when required and this will be the sole responsibility of the bidder. The Bidder / Contractor will be responsible and liable for the implementation of all the statutory provisions as regards personnel to be deployed by him as and when they become applicable under the Labour Laws. The Bidder/Contractor shall maintain all the statutory registers under the law.

### **16. Agreement :**

The successful agency shall sign agreement with the Institute on Govt. Stamp Paper (non-judicial) of Rs. 1,000/- for the execution of work.

### **17. Rejection of Tender :**

Tenderer/bidder will be bound by the details and documents as furnished by him to the Institute while submitting the tender or at any other time. In case any of the details of such documents furnished by him/her, is found to be false at any stage or incomplete, this will be treated to be a breach of the terms of Contract, making him/her liable for action and also the tender will be rejected. The bidder will be liable for blacklisting / debarment from participating in any Tenders of IIT Patna for the tenure decided by the competent authority of the Institute.

### **18. Modification in Agreement :**

- a) IIT Patna reserves the right to modify/ add any clause to the agreement during the period of the contract, for any essential matter, on mutually agreed terms.
- b) In case of breach of any of the terms of Agreement, the security deposit of the Contractor will be liable to be forfeited by the Institute. In addition, the Contract/ Agreement will also be liable to be terminated. Any sum of money due or payable to the Institute including the security deposit refundable to him under the contract can be appropriated by the Institute against any amount which the Contractor may owe to the Indian Institute of Technology Patna.

### **19. Responsibility for executing the Contract :**

The agency shall be responsible in all respects for the services & is bound to abide by the terms and conditions as specified in the tender document.

### **20. Subletting of Contract :**

The successful bidders shall not sublet/ transfer the contract. Any subletting will result in the immediate termination of the contract and the security deposit is liable to be forfeited.

### **21. Interpretation of Contract Documents :**

Except if and to extent otherwise provided by the contract, the provisions of the contract shall prevail over those of any other documents forming Group of the contract. Several documents forming the contract are to be taken as mutually explanatory. If there be any discrepancy, inconsistency, error or omission in the contract or any of them, the matter may be referred to Competent Authority who shall give his decision and issue to bidder instructions directing in what manner the work is to be carried out. The decision of Competent Authority of the Institute shall be final and conclusive and the bidder shall carry out work in accordance with this decision.

### **22. Damage to Property :**

- a) The tenderer/bidder shall be fully responsible for making good or making necessary payment for any loss or damage caused to any structures, properties etc. belonging to the Institute if such loss or damage is due to the faults and or negligence or willful commissions of the bidder, his/her employees, agency representatives or sub-bidders, as per investigation report of the Institute and whose assessment shall be final and binding on the bidder.
- b) Tenderer/Bidder shall ensure that trees, flowers, plants and grassy lawns are not damaged by the staff deployed/employed.

### **23. Deployment :**

- a) The bidder/tenderer shall be responsible for recruitment and deployment of doctors and paramedical staff for complete management (providing, equipping, manning, running and managing) medical & paramedical services and the doctors/paramedical staff so recruited and deployed by him

shall be under his direct control/supervision. The bidder/contractor shall exercise total superintendence, control and supervision over the staff and their work. Tentative number of manpower to be deployed is mentioned in below table :

<b>Sl. No.</b>	<b>Job Description</b>	<b>Number of Persons required per shifts</b>	<b>Minimum Qualification and Experience</b>
1.	Doctor	01 in each shift (3 shifts)  Quantity – 3	MBBS degree + 5 years' experience in respective field OR M.D.
2.	Physiotherapist	01 (During day shift)	BACHELOR OF PHYSIOTHERAPY BPT + 1 years' experience in respective field
3.	Dresser (The dresser will assist on duty nurses in addition to his duties) .	01 in each shift (3 shifts)  Quantity – 3	Certificate in Medical Dressing + 4 years' experience in respective field
4.	Nurse	02 in each shift (3 shifts)  Quantity – 6	Diploma in Nursing + 4 years' experience in respective field OR B.Sc. (Nursing)/ GNM degree + 1 year experience in respective field
5.	Lab Technician	01 (During day shift) Quantity – 1	DMLT +5 years' Experience in respective field OR BMLT+3 years' experience in respective field
6.	Supporting Staff/ward boy	01 in each shift (3 shifts) Quantity -3	Matriculation + 1 years' experience in respective field

- b) The bidder/tenderer shall not deploy any minor as/Paramedical staff/ laborers/workers.

- c) That for all intents and purposes the contractor will be the “**EMPLOYER**” within the meaning of different labour legislations in respect of the doctors/staff for services so employed and deployed.
- d) The employees appointed by the agency for the above job shall have no rights to claim for absorption in the services of IITP and shall also have no claim for continuation with the existing job if the agency is replaced.
- e) The bidder/contractor shall issue identity cards to all doctors/paramedical staff engaged for Medical Services engaged by the bidder/contractor for deployment in IIT Patna. The staff should not have any criminal or police cases and the bidder/contractor has to verify the same in writing and submit the same to the Institute’s Authority. The bidder shall deploy only those whose antecedents have been verified by the police authorities.
- f) The doctors / Paramedical staff for Medical Services deployed by the bidder/contractor should behave in a proper and courteous manner with all the members of the faculty, staff, and students and will be bound to observe all instructions issued by the Institute’s Authority concerning general discipline and behavior.
- g) In case, the doctors/ Paramedical staff for medical services deployed by the bidder/contractor commit any act of omission or commission constituting misconduct or indiscipline, the bidder/contractor will be liable and responsible to take disciplinary action against the staff, including suspension, dismissal from service etc. or remove from Institute’s premises/campus.
- h) Co-ordination with agencies/departments: The bidder/tenderer will have to maintain close co-ordination and co-operation with different departments/centres/ sections of IITP as well as with other agencies at the campus. No extra claim on this account shall be payable by the Institute.

#### **24.Uniforms :**

Para medical Staffs/ Doctors have to wear the uniform and carry Identity Cards during their working hours. The bidder/agencies will be responsible for arrangement of uniform and Identity Cards for their staff. No payment for the cost of uniform will be made from the Institute’s end. Para medical Staff posted on duty should always be in neat and clean complete uniform and carry photo identity card duly signed by the authorized person of the agency.

## **25. Facilities provided by IITP :**

The Institute will provide certain Amenities to the employees for the purpose of this service such as (a.) provision of canteens, (b.) rest rooms/area, (c.) drinking water and (d.) First Aid facilities etc.

## **26. Gate Pass :**

The Agencies/Bidders has to obtain the GATE PASS for his staffs for entry into the campus, which has to be surrendered on termination from work. Otherwise, final payments will not be released.

## **27. Accommodation :**

The Institute will not provide any accommodation to the doctors / nurses who are engaged in providing the Medical Services. The bidder / agency have to arrange residential accommodations for their employees to be deployed in IIT Patna, Bihta Campus. Institute will provide suitable accommodation to Doctors / Paramedical Staff whose on campus presence is essential to cater the needs of the patients at odd hours. The accommodation will be provided subject to availability on payment basis as applicable to the employees of IIT Patna.

## **28. Safety Measures :**

- a) The bidder/agencies shall carry out all works in accordance with statutory requirement of Safety Regulations and other rules/Acts as applicable.
- b) The bidder/agencies or his/her representative must take immediate corrective measures whenever any unsafe conditions/practices are detected.
- c) The bidder/agencies or his/her representative shall report any accident to appropriate Authority and also to the Institute Authority. The cause of all minor and or major accidents that occur in their job shall be reported and immediate remedial measures shall be taken to prevent recurrence of such accidents and also the responsibilities solely lie on the contractor/bidder.
- d) Use of matchbox, lighters & smoking or other such acts, which may cause fire/ accident, are strictly prohibited.
- d) Institute shall not be responsible for any injury to the staff for medical

services and caused in course of their performing the duties or for payment of any compensation.

- e) Agencies shall be responsible for the damage of every sort of the property of the institute due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency.
- f) The Company or Agency shall provide group insurance cover to its employees including medical and accidental insurance for those deployed at IIT Patna.

### **29. Penalty :**

If the agency fails to perform the work as per specification of work and not keeping the place clean, IITP shall impose penalty which will not be less than Rs 5,000/- per occasion and maximum up to a sum of **10% the amount of the Invoice Value/Bill amount of the Particular Month** or as per the order from the Institute's Competent Authority.

**NOTE: On the basis of complaint against the services provided by the agency from the students/faculties/staff/dependents of faculty & staff penalty will be levied after investigation. For each established complaint of any students/faculties/staff/dependents of faculty & staff, a minimum sum of Rs. 5,000/- will be deducted from the payment of the vendor.**

### **30. Failure and Termination :**

If the performance of the agency is not satisfactory and repeated deficiencies in services is observed, the competent authority may cancel the contract by giving one month notice.

**NOTE: Feedback against the services provided by the agency may be collected time to time from the respective students/faculties/staff internally. Based on the same, the performance of the contractor will be justified and final monthly payment will be released accordingly.**

### **31. Force Majeure :**

In the event of any force majeure causing the agency for delay in the service, Institute authority shall not be liable for any legal obligation.

Force majeure shall mean and be limited to the following:

- e) War/Hostility
- f) Riot or Civil Commotion

- g) Earthquakes, fire tempest, lightening or other natural physical disaster.
- h) Restriction imposed by the GOVT. (Central or State) or other statutory bodies which may prevent or delay the execution of service.

The Agency shall advise the IITP authority through a valid mode of communication duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above cause of delay within 21 (twenty one) days of the occurrences and cessation's of such force majeure condition. In the event of delay lasting over one month , if arising out of force majeure the IITP authority reserves the right to cancel the Contract and the provisions governing termination stated under relevant clauses shall apply.

**32. Arbitration:**

All disputes or differences whatsoever arising between the parties out of or relating to the work will be settled by Director, IIT Patna and the award made in pursuance thereof shall be binding on the parties.

**33. Recovery of Sum Due:**

Whenever any claim for the payment of a sum of money has arisen out of or under this contract against the agency, the Contract awarding authority shall be entitled to recover such sum by appropriating in Group or whole from the security money deposited by the agency. In case the amount to be deducted at any time exceeds the security deposit, the agency shall pay to IITP on demand the balance due.

**34. Payment:**

- a. The agency shall have to maintain the various registers for deployment of doctors/paramedical staffs, working hours, Advance/ Recovery, Fine/ Penalty, payment of wages, etc. which has to be duly signed by the agency and the officer-in charge. On demand, the agency/firm shall have to produce before the Inspecting Authority of the Institute for official purposes.
- b. No advance payment against ensuring medical bills will be made under any circumstances. Payment will be made on monthly basis after submission of bill, complete in all respects.

### **35. Termination of Contract:**

- a. The Institute has the absolute right to terminate the contract/services at any time by giving one month's notice in writing without assigning any reason whatsoever and the Institute shall not be responsible for any loss, damage etc. suffered by the firm/agency/company as a result of such termination of contract.
- b. In the event of the bidder/contractor desiring an earlier termination of contract/services, he/she shall have to give 3 (three) months advance notice to the Institute.
- c. In case of termination of this contract/agreement on its expiry or otherwise, the doctors, paramedical staff, or personnel engaged and deployed/deputed by the bidder/agency/firm, will not be entitled to and will not claim any compensation / absorption in the regular or otherwise services of the Institute. The personnel of the bidder/contractor will not claim and will not be entitled to pay, perks or any other facilities as admissible to the regular/confirmed employees of the Institute during the subsistence of the contract/agreement and even after the expiry of the Contract/Agreement.
- d. Without prejudice to any of the rights or remedies under this contract, if the bidder/agency/firm turns insolvent, the competent authority shall have the option of terminating the contract without compensation to the bidder/agency/firm.

### **36. Acceptance of Tender and Signing of the contract :**

The Institute reserves the right to reject any or all the tender forms without assigning any reasons. The Institute does not bind itself to accept the lowest rate of tender nor does it undertake to assign reasons for the decision taken in this matter. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and or the prescribed conditions are not fulfilled are liable to be rejected.

The bidder/agency/firm whose tender is accepted shall be required to appear at the office of the Registrar, Admin Section, Indian Institute of Technology Patna, Patna – 801106, in person or, if the bidder/contractor is a firm, company or a corporation, a duly Authorized representative shall so appear and execute the contract agreement/ documents as stipulated in the conditions of lease within 10 days of the date of issue of the **Letter of Intent/Work Order** from the Institute. In the event of failure on the Group



of successful bidder/contractor to sign the agreement within the above stipulated period, the earnest money shall be forfeited and the acceptance of the tender shall be considered as cancelled.

**37. Legal Jurisdiction:**

The contractor/agencies shall abide by all the rules, regulations, by-laws and statues etc. as exists in the Institute. That, any matters of disputes arising out of contract agreement will be subject to jurisdiction of the Courts located at Patna, Bihar.

**ANNEXURE – I****DETAILS OF MANPOWER DEPLOYMENT REQUIRED:**

<b>Sl. No.</b>	<b>Job Description</b>	<b>Number of Persons required per shifts</b>	<b>Minimum Experience</b>	<b>Qualification and</b>
1.	Doctor	01 in each shift (3 shifts) Quantity – 3	MBBS degree + 5 years' experience in respective field OR M.D.	
2.	Physiotherapist	01 (During day shift) Quantity – 1	BACHELOR OF PHYSIOTHERAPY BPT + 1 year experience in respective field	
3.	Dresser (The dresser will assist on duty nurses in addition to his duties.)	01 in each shift (3 shifts) Quantity – 3	Certificate in Medical Dressing + 4 years' experience in respective field	
4.	Nurse	02 in each shift (3 shifts) Quantity – 6	Diploma in Nursing + 4 years' experience in respective field OR B.Sc. (Nursing)/ GNM degree + 1 year experience in respective field	
5.	Lab Technician	01 (During day shift) Quantity – 1	DMLT +5 years' Experience in respective field OR BMLT+3 years' experience in respective field	
6.	Supporting Staff/ward boy	01 in each shift (3 shifts) Quantity -3	Matriculation + 1 years' experience in respective field	

**WORK EXPERIENCE**

**Work performed (Medical services of a similar nature / empanelment during the last five or more years)**

**(Please use a separate sheet with duly signed & online if required)**

No.	Name of the organization with complete postal address	Private Sector / Govt. Body / PSU / Education Institute	Name and Designation of the Contact Person with Tel. Mobile No(s).	Description / Nature of work	Contract / WO No. & Date	Value of (Rs. In lacs)	No. of persons deployed by the firm	Contract Period (w.e.f. upto)	Remarks on Performance report

\*\* Attach authentication certificate(s) from the

Employer. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Place: \_\_\_\_\_

**Sign & Seal of Bidder**

**FORMAT FOR PERFORMANCE CERTIFICATION**

Certificate should contain following information

1. Name of the contract and location :

2. Agreement No. / Work Order No. :

a) Scope of Contract :

b) Contract Cost :

c) Value of Completed services:

d) Date of commencement and date of completion of work:

e) Contract period :

f) Overall grading of service : Excellent/ Very good/ Good/ Average/ Poor

g) Additional remarks, if any \_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_/\_\_\_\_/\_\_\_\_

Place : \_\_\_\_\_

Sign & Seal of Principal employer/ institution

**ANNEXURE – IV**

**DETAILS OF KEY PERSONNEL PRESENTLY DEPLOYED IN THE**  
**ORGANISATION/ HOSPITAL**

Designation	Name	specialization	qualification	Experience (in years)	Remarks
Doctor					
Physiotherapist					
Dresser					
Nurse					
Lab Technician					
Supporting Staff/ward boy					

Date : \_\_\_\_/\_\_\_\_/

Place : \_\_\_\_\_

Sign & Seal of Bidder

TECHNICAL INPUTS AND WORK PLAN

(Please use separate sheet with duly signed and online if required)

Information on the following items:

1. Availability of medical specialties:
2. Availability of OPD & IPD facility:
3. Availability of resources (Doctors, Pharmacy, Pathology and diagnostic tools machineries etc.):
4. Supervision methodology including specialist doctors to be engaged:
5. Proposed Backup plan in case of emergency:
6. Newness & creativity in Medical Service :
7. Newness & creativity in Treatment, diagnosis & Patient Management:

**Note: Please attach support documents if required.**

Date: \_\_\_\_/\_\_\_\_/

Place: \_\_\_\_\_

Designation:

Sign & Seal of Bidder

**DECLARATION REGARDING CLEAN TRACK**

Declaration of Clean Track Record (On Company / firm's Letterhead)

To,

Date:

The Registrar,  
I.I.T. Patna,  
Bihta, Patna – 801106.

Sir,

Ref: **Tender No.** .....

I/we carefully have gone through the Terms & Conditions contained in the above referred tender. I/we hereby declare that my company/firm is not currently debarred/black listed/convicted by any Government / Semi Government Organizations / Institutions in India like Drugs Control Authority and no case is pending under the Drugs and Cosmetics Act and Rules or abroad. I/we further certify that I'm competent officer in my company /firm to make this declaration.

Or

I/we declare the following

<b>Sr. No.</b>	<b>Country in which the company is debarred/blacklisted/ case is pending</b>	<b>Black listed / debarred by Government / Semi government Organizations/ Institutions</b>	<b>Reason</b>	<b>Since when and for how long</b>

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

I also undertake to inform IIT Patna promptly, but not later than 30 days, if during the currency of contract at IIT Patna, my firm/company is blacklisted/ debarred/ convicted by any Government/ semi- Government/ institutes in India or abroad.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**TENDER ACCEPTANCE LETTER**

(On Company / firm's Letterhead)

To,  
The Registrar  
I.I.T. Patna,  
Bihta, Patna – 801106.

Date:

Sir,

**Ref: Tender No. ....**

I/we have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document as per your advertisement, given in the above mentioned website(s).

1. I/we declare that all the provisions of this Tender are unconditionally acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_ (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.
3. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/we certify that all information furnished by the our Firm is true and correct and if at any stage, it has been found that the agency has furnished any wrong declaration / forged documents, the Competent Authority of IIT Patna may terminate contract with immediate effect without assigning any reason thereof and suitable legal action should be taken against the agency which may include blacklisting / debarment from participating in any tender of IIT Patna for the period, as decided by the competent authority.

Yours faithfully,

(Signature of the Bidder, with Official Seal)



**Annexure- VIII**

**DECLARATION OF ANNUAL TURNOVER (Balance Sheet)**  
(On Company / firm's Letterhead)

Date:

To,  
The Registrar  
I.I.T. Patna,  
Bihta, Patna – 801106.

Sir,

**Ref: Tender No. .... Date ..... for  
“Providing Medical Services at IIT Patna, Bihta”**

2) I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also enclosed an Audited Accounts for your references:

F. Y. 2020 –21	
F. Y. 2021 –22	
F. Y. 2022 –23	

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**DETAILS OF THE FIRM**

:

Sr. No.	Particulars	Details
1.	Name of the Firm	
2.	Permanent Account Number (PAN) No	
3	GST Registration No. (if applicable)	
4	Contact Person	
5	Contact No	
6	Email ID	
7.	Communication Address	
8.	<b>BANK DETAILS:</b>	
a.	Beneficiary Name	
b.	Account No	
c.	IFSC	

Date:  
Place:

Name of the Authorized Signatory  
Stamp & Signature

**Major facilities/ Equipment/instruments available with hospital**

<b>Sl. No.</b>	<b>Name of equipment/ facilities</b>	<b>Number of equipment/ facilities</b>	<b>Remarks</b>

(Signature of the Bidder, with Official Seal)

**PRE-CONTRACT INTEGRITY PACT**

(To be executed on ₹ 1000/- Stamp Paper)

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_day of the month of \_\_\_2023, between, on one hand, the President of India acting through Shri\_\_\_\_\_, Designation of the officer, Ministry / Department, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and M/s \_\_\_\_\_ represented by Shri\_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in with a view to : -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised

or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares the no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5. Earnest Money / Security Deposit**

- 5.1 While submitting commercial bid, the BIDDER shall deposit Earnest Money/Security Deposit as specified in the tender document, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of **IIT Patna**
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instruments (to be specified in the RFP).
- 5.2 The Earnest Money / Security Deposit shall be valid up to a period of 180 days and 60 days beyond the contract period respectively or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanction for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the buyer, along with interest.

- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact of payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9. Law and Place of Jurisdiction**

This Pact is subject Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.



**11. Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

12. Period of Contract: Initially for one year w.e.f. \_\_\_\_\_ to \_\_\_\_\_  
(Extendable for next three years on satisfactory performance to be reviewed and assessed at the end of every year)

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

BUYER

BIDDER

Name of the Officer  
Designation  
Dept./MINISTRY/PSU

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_