

Tender Document

For

Outsourcing of Generator Services

For

(JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR)

Issued on: 30.06.2018

Date & Time of Pre-bid meeting	10.07.2018 AT 11:00 AM in the chamber of Superintendent, jlnmch, Bhagalpur
Last Date & Time of Submission of Bid	31.07.2018 up to 5:00 PM
Date & Time of Opening of Technical Bid	01.08.2018 at 12:30 PM in the chamber of Superintendent, JLN MCH, Bhagalpur

NOTICE INVITING TENDERS (NIT)

FOR

Outsourcing of Generator Services at Jawaharlal Nehru Medical college & Hospital, Bhagalpur Tender Enq. Ref. No: JLNMCH/BGP/TENDER/RC/GENERATOR/2018

Dated: _____

- 1) **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** invites tenders from eligible and qualified organizations for Outsourcing of Emergency Power Supply through Electrical Generators at **Jawaharlal Nehru Medical College & Hospital, Bhagalpur**
- 2) The primary objective is to ensure continuous power supply to the **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** in case of power-cuts– on turn-key basis.
- 3) Tender documents may be collected from **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** on payment of INR 1000/- or downloaded from the website **www.jlnmchbhagalpur.org**. The technical bid should accompany a refundable bid security of Rs. 200000/- in form of demand Draft/ Bank Guarantee drawn in favour of Superintendent, **Jawaharlal Nehru Medical College & Hospital, Bhagalpur**.
- 4) Bidders can submit their bids on or before 31.07.2018 up to 17:00 Hrs. along with Bid Security, either through speed post or registered post. (Submissions by hand, courier, fax, email or any other mean will not be accepted). The tenders submitted up to the scheduled date and time shall be opened on the next day at 12:30AM . The bidder's authorized representative may attend the tender opening (technical bid) on the date and time mentioned above.
- 5) Pre-bid meeting is scheduled at 11:00 AM. on 10/07/2018 at Chamber of Superintendent, JLNMCH, Bhagalpur.
- 6) All the further notifications/amendments, if any shall be posted on the aforementioned website. No separate communication shall be made with individual bidders.

**Superintendent,
Jawaharlal Nehru Medical College &
Hospital, Bhagalpur**

1. Background & Scope of Work

- 1.1. **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** (“**Superintendent**”), invites proposal from eligible bidders for providing emergency power back-up services using electric generator set the **Jawaharlal Nehru Medical College & Hospital, Bhagalpur**

<u>Name of Medical College</u>	<u>Bed Strength</u>	<u>Power rating of generator required (KVA)</u>
<u>Jawaharlal Nehru Medical College & Hospital, Bhagalpur</u>	700	700 (KVA)

- 1.2. The scope of work will broadly include installing a Generator set in the medical college’s premises, to provide uninterrupted power round the clock, maintenance of generator, etc. Detailed scope of work is given in the key terms of the Contract provided in Annexure 5. You are requested to quote your best offer along with all required documents as provided in this Tender Document.
- 1.3. The sealed Bids should reach the address provided in Clause 8.4, latest by 31.07.2018 at 5:00 PM and it will be opened on 01.08.2018 at 12:30 PM at Superintendent chamber JLNMCH, Bhagalpur in the presence of the bidder(s) or their authorized representative(s).

2. Contract Period

The contract will be valid for a period of 3 years from the date of commencement. However, in the event of service rendered being found unsatisfactory or due to any other such reasons, the contract can be short closed by the Authority & Performance Security money will be forfeited as per the terms of the contract. The contract period may also be extended, subject to satisfactory performance, on the same terms & conditions, with mutual consent of both the parties, but the decision of the competent authority of medical college would be final.

3. Eligibility Criteria

- 3.1. The Bidder should be Registered Company under Companies Act 1956/2013/ Partnership Firm/ Proprietorship Firm/ Trust/ Society and should have been in operation during last 3 years (minimum 3 years’ experience). Consortiums are not allowed.
- 3.2. **Technical capacity** - The bidder must have a minimum of three years of experience of providing generator power back-up services in Govt. offices/ PSUs, private hospitals (minimum 150 bedded hospitals). The Agency will be required to provide copy of work order and experience certificate from the contracting agency. The certificate should clearly mention the nature of work and satisfactory performance.
- 3.3. **Financial capacity** -The average annual turnover of the Bidder in the last 3 years should not be less than Rs. 50,00,000/- (Fifty Lacs)

3.4. The Bidder should not be Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department/PSU.

3.5. No Joint Venture/ Consortium is allowed to participate in the Bidding process.

3.6. In addition, the bidder must also submit:

1	Duly filled format of Technical Bid as per Annexure 2
2	<ul style="list-style-type: none"> • For Company-Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013 • For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932 • For Society/Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882 • For Proprietorship firm- Certificate issued under shop & Establishment Act
3	Bid Security in the form of a Demand Draft as mentioned in Clause 9
4	Experience certificate/ work completion certificate of providing minimum three years of “generator power back-up” on outsourcing basis in Govt. offices/ PSUs or private hospitals (minimum 150 bedded hospital). Annexure 3
5	Affidavit (sworn before public notary/ executive magistrate) stating that the agency is not Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/ central department/ PSU. Annexure 4
6	<p>(a) Audited Balance sheet and;</p> <p>(b) Statement of:</p> <ul style="list-style-type: none"> i. Profit & Loss Account, and a copy of challan related to annual return filed with ROC and any other related financial statements (if the bidder is registered under Companies Act), or ii. Income and expenditure account, Receipts and Payments account and other related financial statements (if the bidder is registered under Societies and Trusts Act), or iii. Profit and loss account, Income tax return. (if the bidder is proprietorship firm)

7	Copy of PAN Card
8	Proof of Income Tax Filing for the last three financial years
9	Copy of Goods & Services tax (GST) registration certificate

4. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5. Site visit and verification of information

5.1. Bidders are advised/ encouraged to submit their respective Bids after visiting the medical college and ascertaining for themselves the information regarding the same and any other matter considered relevant by them.

5.2. It shall be deemed that by submitting a Bid, the Bidder has:

- made a complete and careful examination of the Tender Documents;
- received all relevant information requested from the Authority;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender documents;

6. Pre-Bid Meeting

To discuss the scope of work and to clarify any other issues with respect to this Tender, the Authority will hold a Pre-Bid Meeting on **11:00 AM 10.07.2018** at Chamber of Superintendent, JLNMCH, Bhagalpur Prior to the meeting, the Bidders may submit a list of queries and propose modifications, if any, to the project requirements.

7. Amendment to the Tender document

7.1. At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender document by the issuance of Addenda.

7.2. Any Addendum thus issued shall be uploaded on the Authority's website.

8. Submission of Bids

8.1. A bidder must not submit more than a single tender. If more than one tenders are submitted by the same bidder, the same shall be summarily rejected.

8.2. The tender should be submitted in two parts i.e. **Technical Bid and Financial Bid**.

8.2.1. Technical Bid:

- To qualify in the Technical bid the Bidder should have the minimum eligibility criteria as mentioned under “**Eligibility Criteria**” section and the Bidder in this regard should submit the documents mentioned under Clause 14 - “**Documents Required**” section.

8.2.2. Financial Bid:

- The financial bid shall contain the Price Bid Form **as per Annexure 1.**
- The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

8.3. The Technical Bid and the Financial Bid should be submitted in **two covers**; one superscribing Technical Bid and second Financial Bid. Both the envelopes are in turn to be put in another envelope. This envelope should be superscripted prominently as “**TENDER FOR OUTSOURCING OF GENERATOR SERVICES.**” All the three envelopes are to be duly sealed.

8.4. Each of the envelopes should be addressed to Superintendent, **Jawaharlal Nehru Medical College & Hospital, Mayagganj, Bhagalpur. Pin- 812001**

8.5. Unsealed, conditional tenders and tenders without Bid Security or not on the prescribed format shall not be entertained

8.6. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

9. Bid Security

Bid Security of Rs. 2,00,000/- (Two Lacs) should be submitted by means of a Bank Demand Draft prepared in the name of **Jawaharlal Nehru Medical College & Hospital, Bhagalpur**. The Bid Security of the Successful Bidder shall be returned within 7 days of submission of Performance Security and for unsuccessful bidder(s) it would be returned within 15 days of signing of the contract with the Successful Bidder. Bid(s) received without the Bid Security will be rejected.

10. Taxes/Duties

Rates quoted should be inclusive of all taxes as is being levied; however, in case of any future change in GST (increase/ decrease), applicable on the services offered by the Agency, the authority shall make respective adjustment (increase/ decrease) in the payments. Bidder shall pay all the statutory taxes levied by Government or Local bodies.

11. Right to accept and to reject any or all Bids

Notwithstanding anything contained in this tender, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

12. Validity of bids

Bids shall remain unconditionally valid for *120 days* from the date of opening of the bid.

13. Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

14. Documents Required

The following documents duly attested should be submitted along with the **Technical Bid**.

1	Duly filled format of Technical Bid as per Annexure 2
2	<ul style="list-style-type: none">• For Company-Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013• For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932• For Society/Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882• For Proprietorship firm- Certificate issued under shop & Establishment Act
3	Bid Security in the form of a Demand Draft as mentioned in Clause 9
4	Experience certificate/ work completion certificate of providing minimum three years of emergency power supply using generators, on outsourcing basis in Govt. offices/ PSUs or private hospitals (minimum 150 bedded hospital). Annexure 3
5	Affidavit (sworn before public notary/ executive magistrate) stating that the agency is not Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/ central department/ PSU. Annexure 4
6	a) Audited Balance sheet and; b) Statement of: i. Profit & Loss Account, and a copy of challan related to annual return filed with ROC and any other related financial statements (if the bidder is registered under Companies Act), or ii. Income and expenditure account, Receipts and Payments account and other related financial statements (if the bidder is registered under Societies and Trusts Act), or iii. Profit and loss account, Income tax return. (if the bidder is proprietorship firm)
7	Copy of PAN Card
8	Proof of Income Tax Filing for the last three financial years
9	Copy of Goods & Services tax (GST) registration certificate

All copies of documents mentioned above should be signed by the Bidder on each page.

The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language in any printed document furnished by the bidder in connection with its tender may be written in any other language, provided the same is accompanied by self-attested English translation, and for purposes of interpretation of the tender, the English translation shall prevail. However, if the language of any of the printed document(s) submitted by the bidder is/are in “Hindi” language, then there is no need for providing an English translation of the same document, for interpretation.

15. Evaluation

15.1. Technical Evaluation:

A Tender Evaluation Committee shall be formed by the Authority to evaluate the submitted Bids. Bidders failing to submit relevant mandatory documents in support of having fulfilled the stipulated eligibility criteria will be summarily rejected.

15.2. Financial Evaluation:

The evaluation for Financial Bid shall be done for technically successful bidders.

15.2.1. Lowest Bid shall be termed as L1 and higher bids shall be termed L2, L3 & so on.

15.2.2. If there is a discrepancy between the unit price and total price, then the unit price shall prevail and the total price shall be corrected.

15.2.3. If there is a discrepancy between words and figures, the amount in words shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

16. Award of contract

The contract for a medical college shall be awarded to **L-1 Bidder**, whose bid has been determined to be substantially responsive technically and commercially acceptable by the technical committee and has been determined as the lowest evaluated price bid.

In case of a tie, Authority shall break the tie in the following order of priority:

- **Work experience:** Bidder with higher work experience of similar nature in Govt. offices/ PSUs or other private organizations. Work experience will be calculated on the basis of the total number of months for which the Bidder has been providing similar services. In case the Bidder had provided services under 2 different projects, simultaneously, both of them will be calculated and taken into consideration.
- **Turnover:** Bidder with higher average annual turnover of last 3 years.

In case L-1 bidder denies / fails to honor the contract / LoI the authority shall be at freedom to negotiate with L2, L3... (in this order) responsive bidders with their consent to enter into an agreement with the authority to provide services at L1 rate. Also in case L1 fails to provide

services within timeframe as per the purchase order, the authority shall be at freedom to procure the same from L2, L3..... (in this order) responsive bidders at L1 rate.

17. Intimation Letter to Successful Bidder / Notification of Award

- 17.1. Prior to expiration of the period of Bid validity, Authority will notify the Successful Bidder (“Agency”) in writing that its Bid has been accepted by issuance of Letter of Intent (LOI).
- 17.2. Within 15 days of receipt of such intimation, the successful Bidder shall give its acceptance to the Authority and submit the required Performance Security which shall be equivalent to Rs. 5,00,000/- (Five Lacs).

18. Signing of agreement

The signing of agreement shall constitute the award of contract on the Successful Bidders. The agreement with the Successful Bidder shall be signed within a week of submission of Performance Security.

The Successful Bidder shall commence the service only after the signing of the contract with the Superintendent of medical college & hospital.

The selected Bidder shall complete Generator installation and required electrical wiring in medical college within 30 days after the award of tender/handover of premises, and start the services within 45 days of handover of space. In case of delay in roll-out of services, appropriate penalties may be imposed in such case.

- a) Failure to start the services within 45 days of handover of premises shall lead to imposition of penalty from 46thday to 75thday, the selected agency will be levied INR 5,000 per week, for delay of every 7 days, to be appropriated from Performance Bank Guarantee submitted by the service provider, or deducted from the monthly payment.
- b) Failure to provide complete services in the medical college with-in 75 days from the date of handover of premises may lead to termination of the contract, and forfeiture of the Performance Security/Earnest Money Deposit (EMD)

19. Anti-Collusion

The Bidder shall not communicate to any person other than the Authority the amount of any Bid, adjust the amount of any Bid by arrangement with any other bidder, make any arrangement with any other bidder about whether or not he or that other bidder should or should not bid or otherwise collude with any other bidder in any manner whatsoever in the tendering process until the Bidder is notified by the Authority of the outcome of the tender exercise. Any breach of or non-compliance with this clause by the Bidder shall, without affecting the Bidder’s liability for such breach or non-compliance, invalidate his Bid.

20. Others

- 20.1. Bidders are requested to study the terms and conditions of the tender document carefully and then submit tenders accordingly.
- 20.2. A Bidder shall submit only one application. A Bidder who submits, or participates in, more than one application will cause all the bids in which the Bidder has participated to be disqualified.
- 20.3. The Tender not received on “**Two Bids**” basis, will be summarily rejected.
- 20.4. An authorized representative may remain present at the time of opening of the tender.
- 20.5. The successful Bidder/ Agency shall not at any point of time engage sub-contractors or transfer the contract total or in part to any other agency. In the event of sub-contracting the successful Bidder/ Agency is liable to termination, and blacklisting for 5 years, and the performance security shall also be forfeited.
- 20.6. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 20.7. The decision of the Authority shall be final, and no enquiries, or application for review, shall be entertained. The Authority reserves the right to amend any of the conditions, if required or cancel or reject all or any bid/tender without assigning any reason

Annexure 1: Financial Bid

Name of the Medical College	Power rating of generator to be supplied (KVA)	Rate (Rs./unit) <i>Inclusive of fuel and all other costs</i>
<u>Jawaharlal Nehru Medical College & Hospital,</u> <u>Bhagalpur</u>	100 KVA	
	50 KVA	
	40 KVA	
	30 KVA	
	15 KVA	

Note –The bidder with the lowest rate will be selected for the medical college and hospital.

The above rates are all inclusive; however, in case of any future change in GST (increase/ decrease) applicable on the services offered by the Agency, the authority shall make respective adjustment (increase/ decrease) in the payments.

Date:
Place:

Name and Designation of the Bidder:
Signature of Bidder:
Seal of the Bidder:

Annexure 2: Technical Bid

S. No	Details of the Bidder	Response
1	Name of the Bidder	
2	Address of the registered office of the Bidder	
3	Telephone (with STD Code) and Mobile number	
4	State clearly whether it is Sole proprietor or Partnership Firm/Agency or a company or a NGO	
5	Whether the Bidder is registered, attached copy of the certificate of registration	
6	Name of the Owner(s)/Partners	
7	Details of Bid Security	
8	Goods & Services Tax (GST) Registration Certificate	
9	PAN Number	
10	TIN Number	
11	Name and Mobile Number of a Key person, who can be contacted at any time.	

Date:
Place:

Name and Designation of the Bidder:
Signature of Bidder:
Seal of the Bidder:

Annexure 3: Prior Experience

Experience during last 3years (attach documentary proof / certificate from concerned organization)

S. No	Name of work	Year	Agency who awarded the work	Contact person/ Telephone Number	Remarks

Date:
Place:

Name and Designation of the Bidder:
Signature of Bidder:
Seal of the Bidder:

Annexure 4: Self Declaration Form

Sir,

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not blacklisted/barred/convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of GoB or by any entity of state government /or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project(s)during the last 5 years from the date of submission of bids/tenders, as on the _____ *(Date of Signing of Application)*.

And that no criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against us.

And that we are hereby declaring all ongoing litigations where our promoter(s) / director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

Further, we are annexing a certified copy of the litigations with this affidavit.

We further confirm that we are aware that, our bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Place -

Yours faithfully

Date -

Signature of the bidder

Name and Designation of the bidder

(This form shall be duly filled-up and signed by the bidder & submitted along with the original copy of the Bid)

Annexure 5 - Key terms of the Contract

1. Obligations of Agency

1.1 Purchase & Installation

1. Agency needs to purchase a silent Diesel Generator of specified KVA along with all specific equipment and accessories to provide uninterrupted power round the clock.
2. The generator set provided should be new and under AMC (Annual Maintenance Contract) for the entire duration of the project. The AMC shall be paid by the Agency.
3. The DG sets shall meet the requirement of Environment (Protection) Rules 1986 as laid down by Ministry of Environment and Forests, Government of India.
4. The Generator set should have an Acoustic Enclosure with it in order to operate within the sound levels permissible under Central Pollution Control Board (CPCB).
5. Generator should have an automatic switch so that it starts automatically in case of power cut or low voltage and is switched off when normal power supply resumes.
6. The generator set and the ancillary equipment shall be installed in the space provided by the Authority.
7. A separate sealed electric meters shall be installed for measuring the units consumed from the generator.
8. The electrical wiring and other operations required to install the generator will be done by the Agency.

1.2 Operation & Maintenance

1. Generator services should be provided to all rooms, wards, duty rooms, corridors, glow sign board, street lights within the campus, OT, blood bank, labs, X-ray room, AC, cold chain room etc.
2. Agency will not provide generator services to any residential quarters.
3. During the execution of work, the Agency should follow all standard norms of safety measures/ precautions to avoid the accident/ damages to man, machines and buildings etc.
4. The Agency shall ensure proper maintenance of generator and ancillary equipment throughout the contract period
5. The Agency should provide all necessary tools, materials, equipment and working consumables, needed for the execution of work.

1.3 Others

1. Authority is responsible for providing only space to the Agency. All other arrangements will be made by the Agency

2. All costs related to purchase, installation, operation, maintenance etc. will be borne by the Agency
3. The Agency will be responsible for ensuring the safe custody of all working consumables being used

1.4 HR related

1. The Agency must appoint Operator(s) (18+ age) for the daily maintenance, cleaning and inspection of the generator as provided.
2. The Agency shall provide adequate training and orientation to its staff
3. The Agency shall abide by the rules and regulation relating to various labour laws such as Minimum Wages Act, ESI, and PF etc. and shall be solely responsible for conformance to the same. The authority will not be a party at any stage to any kind of dispute relating to the above
4. Uniform and ID card should be provided to the workers and staff who should wear it at all times. The Agency should provide 2 sets of uniform at the start and replace them after every 6 months.

2. Obligations of Authority

- 2.1. Make regular payment to the Agency as per the terms of the contract
- 2.2. The authority is required to provide space for generator.
- 2.3. The authority is required to assist the Agency in the electrical wiring and other operations required for installing and operating the generator by granting access to various areas within the hospital.
- 2.4. The Authority's representative (to be specified by the medical college) shall ensure the generator running time with the generator meter
- 2.5. Authority should ask the Electrical Department to provide details of electricity provided to the medical college & hospital, whenever required, to check and compare log book maintained by the Agency.

3. Terms of Payment

- 3.1. The Agency needs to submit its bills for the preceding month by the 5th day of every working month in accordance with the approved rates to the competent Authority in triplicate. (Bills and requisite documents submitted after 5th day of the month will be considered for payment in the next month) The bills will be accompanied with a copy of Attendance and Performance forms. The Designated authority official will check the bills & forms, verify them and along with a statement of penalties to be levied based on the KPIs, and release the payments before 15th of the month. Wherever applicable, the DAM should initiate electronic funds transfer instead of cheque payment to the Agency within the prescribed time limits.

- 3.2. In case the Agency defaults on its obligations through the Key Performance Indicators (KPIs), a penalty shall be levied as mentioned under Schedule C.
- 3.3. In case a bill submitted on time, and final payment (after deducting any applicable penalties) is not processed in time, (in line with Clause 3.1) despite availability of funds, interest @12% per annum shall be payable to the concerned agency, and the same shall be recovered from the concerned authority/concerned person responsible for the delay.
- 3.4. If there is still delay in payment due to non-availability of funds or any other reason, Agency can register their complaints through the Bihar Public Grievance Redressal Act, 2015.

4. Review and Monitoring Structure

4.1. Reporting:

- a) The Agency shall maintain proper Log Books - Schedule for the services being provided with adequate details related to services, staff availability and equipment and materials availability. **(Schedule F)**
- b) These Log Books shall be verified and signed by the authorized official - on a daily basis.

4.2. Monitoring:

- a) **Daily Inspection:** The authorized person of medical college shall inspect services being provided by the Agency on a daily basis with the help of the medical college staff. The Authority I/C shall monitor services in all the three shifts with at least 8 days of direct monitoring in each shift in a month.
- b) **Weekly monitoring:** Medical College's authorized official will do the weekly monitoring on a random basis (at least 4 inspections in a month). The scope of these inspections will include but not limited to checking of the Agency's services, feedback interviews with patients and hospital staff. Findings of these inspections shall be recorded on weekly basis and shared with the Agency within 2 days of the visit.
- c) **Monthly Review Meeting:** The Medical Superintendent shall convene a monthly review meeting with the head of the Agency to review performance of the service provider. The discussion points shall be recorded and action items agreed. Copies of minutes of the monthly review meeting will be shared with the Agency within 3 days of holding the meeting. The copy of the Minutes should also be shared with the Health Department and put on the medical college's notice board.
- d) **Random Review Inspections:** Medical College/Health Department may randomly review services provided by the agency, through its representatives or Third-Party Agency (TPA). Medical College may review the performance of services through inspections/discussions with medical college's representative.

5. Penalty

In case the Agency defaults on its obligations through the Key Performance Indicators (KPIs), a penalty shall be levied as mentioned under **Schedule C**. The total penalty in a month shall not exceed 10% of the monthly invoice value.

The penalty shall be arrived at after reviewing the log books and Performance certificates, and shall be deducted from the payments in the following month. In case of exceptional circumstances, the penalty may be deducted from the performance security.

6. Performance Security

- 6.1. The Agency will be required to deposit an amount equal to Rs/- 5,00,000/- (Five Lacs) as Performance Security within 15 days of notification of award of contract, failing which the contract will be cancelled and awarded to the second highest bidder.
- 6.2. The Performance Security should be in form of Bank Draft or Bank Guarantee issued by a scheduled bank in favor of Superintendent, ***Jawaharlal Nehru Medical College & Hospital, Bhagalpur*** . If submitted in form of bank guarantee, must be in the format provided in Annexure-6, and valid up to 90 days beyond completion of all contractual obligations of both the parties.
- 6.3. Appropriation of Performance Security: In the event of the Agency being in default of the due, faithful and punctual performance of its obligations under the Agreement during the Contract Period or owing any sums whatsoever to the Authority under the Agreement or in the event of there being any claims or demands whatsoever which may at any time be made or have been made on behalf of the Authority for or against the Agency under the Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant or delinquent amounts from the Performance Security towards Damages as per the terms of the Agreement.
- 6.4. Performance Security will be refunded within 90 days of expiry of the Agreement.
- 6.5. The Agency shall not get any interest on security money deposited. If the Performance Security is not refunded within 90 days of the expiry of the contract, an interest of 5% p.a. shall be payable by the Authority to the Agency for the delay.

7. Force Majeure

- 7.1. Neither party shall be liable for any failure or delay in performance to the extent said failures or delays are in the nature of Acts of God including floods, fires, earthquakes, wars, riots, acts of governments occurring without its fault or negligence or the effects of which persist despite reasonable efforts undertaken by the party unable to perform to mitigate the effects, and such party does everything reasonably possible to resume its performance.

- 7.2. A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three calendar days of the occurrence of the cause relied upon.

8. Dispute Settlement

- 8.1. Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- 8.2. If the parties fail to resolve their dispute or difference by such mutual consultation within thirty days of its occurrence, the same shall be referred to the Principal Secretary, Health Department, GoB, who will nominate an Executive who/which shall then scrutinize the claims/disputes that have been referred and make efforts for amicable settlements by mutual discussions/negotiations.
- 8.3. If the parties fail to resolve their dispute or difference by such mutual consultation within sixty days of its occurrence, then, either the Tender Inviting Authority or the Service Provider shall give notice to the other party of its intention to commence arbitration as agreed. The Arbitration proceedings shall be conducted at Patna Bihar, India, under the Arbitration & Conciliation Act, 1996 and amendments thereafter.

9. Modification of contract

The Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No supplement, amendment, or modification of the Agreement shall be binding unless it is in writing and signed by the two parties.

10. Event of Default

It shall be an Event of Default if:

- 10.1. The Agency or its employee fails to comply with any of the obligations listed out under the Agreement.
- 10.2. Any representation or warranty made by the Agency under the Agreement found to be incorrect in any material respect.
- 10.3. The Agreement becomes unlawful or is declared void.

11. Termination

- 11.1. Without prejudice to any other rights and remedies, on the occurrence of an Event of Default, the Authority may terminate the Agreement immediately on giving written notice to the Agency, if such Event of Default is not remedied within 20 days of receipt by the Agency a notice in writing specifying the breach required to be remedied.
- 11.2. If the Agency fails to provide satisfactory service despite several notices, the Agreement can be terminated by the Authority by giving one month notice.

- 11.3. Either party may terminate the agreement without assigning any reason by giving a ninety days' notice.
- 11.4. In the event force majeure event continues for thirty (30) days or more, the non-affected party shall have the right to terminate the Agreement by issuing a Termination Notice
- 11.5. Upon termination of the Agreement, the Agency shall vacate the premises and withdraw its services and staff.

12. Covenants

- 12.1. Agency shall ensure compliance with all applicable laws, rules and regulations, guidelines or policies for the performance of obligations under the Agreement.
- 12.2. Agency shall be responsible for any existing government charges, taxes, liabilities or fees or any personnel taxes and shall indemnify and hold harmless the Authority for any liability in this connection.
- 12.3. Other than as may be permitted by the Agreement, Agency shall not disclose, use or share any data/information/record, etc. with respect to the medical college where it is providing services and shall treat all information as confidential.

13. Limitation of Liability

- 13.1. Nothing herein shall impose any liability upon the Authority in respect of any defects/death arising out of the acts, omissions, commissions, negligence or defaults on part of the Agency, its employees, staff and/or agents for any failure by the Agency in carrying out their roles and responsibilities mentioned in the Agreement.
- 13.2. The Agency shall be responsible for due compliance with all the applicable Central, State, Municipal and Local Statutes, Rules and Regulations made there under with respect to the objectives contemplated herein. Any penalty fees levies or the likes if any imposed by any authority due to any non-compliance shall be solely to the account of the Agency and will not be borne by the Authority.
- 13.3. The Agency will not be responsible for any loss or damage that third parties may suffer to due events such as fire, flood, storms, earthquakes, accidents, etc.

14. Indemnity

- 14.1. Agency shall indemnify Authority on demand, against any loss, destruction, or damage to any property or any loss, injury, or death of any person caused by the negligent act or omission or willful misconduct of Agency or its employees or agents
- 14.2. Agency shall indemnify Authority on demand, against all claims, costs, demands, allegations, charges, expenses and liabilities of whatsoever nature arising out of or in connection with any claim arising out of Agency's performance of its obligations under the Agreement.

Annexure 6 – Format for Performance Bank Guarantee

Ref: Bank Guarantee No.:

Date:

To

The Superintendent,

Jawaharlal Nehru Medical College & Hospital, Bhagalpur

Dear Sir,

WHERE AS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated 2018 (hereinafter referred to as "the Contract") to provide emergency power supply using generators at **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** under Public Private Partnership Model.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized / Scheduled Commercial Bank for the project/performance of providing emergency power supply using generators at _____ (**Jawaharlal Nehru Medical College & Hospital, Bhagalpur**) as per the agreement.

WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** the Guarantee:

Therefore, the Bank hereby agrees and affirms as follows:

- 1) The Bank hereby irrevocably and unconditionally guarantees the payment of INR _____ to _____ under the terms of their Agreement dated on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** under this Guarantee shall not, under any circumstances, exceed in aggregate.
- 2) In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** stating full or partial non-implementation and/ or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** any and all sums demanded by medical college under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....
- 3) This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 39 months from the date of its execution.

- 4) The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
 - b. Any breach or non-compliance by the bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between bidder and the Bank.
- 5) The Bank also agrees that **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against vendor and not withstanding any security or other guarantee that **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** may have in relation to the bidder's liabilities.
- 6) The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** or any other indulgence shown by **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
- 7) This guarantee shall be governed by the laws of India and only the courts of Patna, Bihar shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of 2018

Witness

(Signature)

(Signature)

(Name)

(Name)

Bank Rubber Stamp

(Official Address)

Designation with Bank

Schedule A - List of Equipment

<u>Name of Medical College</u>	<u>Bed Strength</u>	<u>Power rating of generator required (KVA)</u>
<i>Jawaharlal Nehru Medical College & Hospital, Bhagalpur</i>	700	700 KVA

Schedule B - Manpower Requirement

- At least 1 operator for the generator services should be present in the medical college & hospital at all times (24 x 7 hours) 6 Operator.

Schedule C - Performance Matrix

S. No	Performance Indicators	Expected Level	Measurement protocol	Penalty in case of non-compliance
1.1.	Down time during any given instance or in a month	Should not be more than 2 hours in any instance and overall not more than 6 hours in a month	To be verified from daily Log Book	5% of the total monthly invoice
1.2.	Time taken to start generator after power cut/low voltage	Not more than 5 minutes per instance	To be verified from daily Log Book	1% of the total monthly invoice
1.3.	Staff availability	100%	To be verified from daily Log Book/ attendance register	Rs. 200 per staff per day of absence
1.4.	After the power is resumed, Generator should be shut down immediately – checking of auto cut off function	100% compliance	Random check at least once in a week by the authorized officials	1% of the total monthly invoice
1.5.	Separate functional electric meter for generator	Working at all times	Random inspections by Authority	1% of the total monthly invoice
1.6.	Complaints by patients/ staff	Zero complaints	To be verified by the HM through the log book (generator should have been functional at the time mentioned in the complaint)	1% of the total monthly invoice
1.7.	No tampering of electric meter	100%	To be verified by the on-duty doctor/HM	5% of the total monthly invoice

SCHEDULE D

Format for Attendance Certificate

Tick (✓) the box if the staff was present

Date:

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Staff Name 1																

Name of the Agency's Representative

Name of the Authority's Representative

Signature

Signature

SCHEDULE E

Format for Performance Certificate

Date:

Tick (√) the box where the KPIs were followed. (To be checked through log/stock books and other supporting documents)

KPI	Date														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Down time during any given instance															
Time taken to start generator after power cut/low voltage															
After the power is resumed, Generator should be shut down immediately – checking of auto cut off function															
Separate functional electric meter for generator															
Complaints by patients/ staff															
No Tampering of Electric Meter															

Name of the Agency's Representative

Name of the Authority's Representative

Signature

Signature

SCHEDULE F

Format for Log-Book - Generator

(to be maintained by the Agency representative, and signed by authorized official on daily basis)

Name of the Medical College & Hospital:	<u>Jawaharlal Nehru Medical College & Hospital, Bhagalpur</u>	Month:	
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Date	Generator Turned ON		Generator Turned OFF		Reason for Generator turn-on	Signature Agency's Representative	Signature Authorized Official of Medical College	REMARKS by Authorized Official <i>(such as any delay in switching on generator, in case of power-cut)</i>
	Time <i>(Turned ON)</i>	Meter Reading	Time <i>(Turned OFF)</i>	Meter Reading	Power-cut/ Voltage Fluctuation etc.			

Name of the Agency's Representative
Signature

Name of the Authority's Representative
Signature