

TENDER NOTICE

Dr. B. Borooah Cancer Institute (BBCI), Guwahati invites sealed tenders from reputed agencies for the work of claim management and settlement of Atal Amrit Abhiyan (AAA)/PMJAY Scheme



Dr. B. BOROORAH CANCER INSTITUTE

A GRANT-IN-AID INSTITUTE OF DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA
A K AZAD ROAD, GOPINATH NAGAR, GUWAHATI-781016

Date of Issue : **03-03-2021**
Last Date for Submission : **24-03-2021 (up-to 2:30 PM)**
Technical Bid opening : **24-03-2021 (3:30 PM)**

Dr. B. BOROOAH CANCER INSTITUTE
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TENDER NOTICE

(T. N. NO. BBCI-TMC / Gen-406 / NIT / 634 / 2021 dtd.03.03.2021)

1. Dr. B. Borooah Cancer Institute, Guwahati intends to hire a contractor for carrying out the work of claim management and settlement of Atal Amrit Abhiyan (AAA)/PMJAY scheme.
2. Sealed tenders are invited from eligible firms / contractors / agencies on terms and conditions mentioned in Tender Document made available on BBCI **website <http://www.bbcionline.org/tenders.php>**. The bidder should pay Tender Processing Fee and EMD amount as mentioned.
3. The last date of submission of tender is **24.03.2021**. **Pre-bid meeting** will be held on **12.03.2021 at 2:30 PM**.
4. Selection of Bidder will be strictly on the basis of fulfillment of the 'Eligibility Criteria'.
5. Other Terms and Conditions displayed on website. Right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason there for is reserved by BBCI.




Director
Dr. B. Borooah Cancer Institute
Guwahati- 16

Dr. B. BOROOAH CANCER INSTITUTE
 A GRANT-IN-AID INSTITUTE OF DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA
 A K AZAD ROAD, GOPINATH NAGAR, GUWAHATI-781016

SHORT TENDER NOTICE

T. N. NO. BBCI-TMC / Gen-406 / NIT / 634 / 2021 dtd.03.03.2021

Sr.No.	DETAILS	DATES / AMOUNT	
1.	Tender Publication	03.03.2021	
2.	Last date for Submission of Bid	24.03.2021 upto 14.30 hrs	
3.	Opening of Bids	24.03.2021 at 15.30 hrs	
4.	Tender Processing fee and EMD	<u>Tender Cost</u>	EMD Rs.10,00,000/-
		Rs.1,000/-	
6.	Validity	Bids shall remain valid for 180 days from the date of Tender opening.	
7.	Address for Communication and contact details	Director, Dr. B. Borooah Cancer Institute, AK Azad Road, Gopinath Nagar, Guwahati E-mail: bbci_info@yahoo.co.in	



Director
 Dr. B. Borooah Cancer Institute
 Guwahati- 16

TABLE OF CONTENT

Sr.No.	PARTICULARS	PAGE NO.
1.	Introduction	5 - 6
2.	Requirement	
3.	Scope	
4.	Minimum Eligibility Criteria for the Bidder	
5.	Bidding process	6
	5.1 Submission of Tender	6
	5.2 Terms and Conditions of Tender	8 - 11
6.	Payment Terms	11
7.	Duty / Responsibility / Liability of Contractor	12
	7.1 General conditions	
	7.2 Indemnity	13
	7.3 Providing Services / Support	15
	7.4 Rights of BBCI	
	7.5 Dealing Offence / Loss, etc.	
	7.6 Termination for insolvency & default	16
	7.7 Force majeure	16
	7.8 Arbitration	17

ANNEXURES

Annexure - I	Proforma	18
Annexure - II	Minimum Eligibility	19
Annexure - III	Not Forfeited Certificate	20
Annexure – IV	Letter of Authorization for attending bid opening	21
Annexure – V	Performance Security bond form	22
Annexure – VI	Financial bid Form	23
Annexure- VII	Certificate	24-25
	List of supporting documents	26

1. Introduction:

Dr. B. Borooah Cancer Institute (BBCI) is a Grants-in-aid Institute of Department of Atomic Energy, Govt. of India and a unit of Tata Memorial Centre (Mumbai)

2. Requirement:

Sealed tenders in the prescribed format are invited from the Agencies professing insurance claims management and having minimum three years experience in the area of claim settlement of medical insurance. The Agency will be hired initially for a period of **two** years with a probation of 3 months from the date of award of contract which is extendable at the discretion of Director, BBCI after expiry of contract on mutually agreed terms and conditions, subject to satisfactory performance of the agency. However, BBCI or its representative has the right to review the performance of the Agency at regular intervals. BBCI may also cancel the existing contract and call for fresh bid any time, if deemed necessary.

3. Scope:

The scope of work under service contract are:

- i) Claim management and settlement of services of Atal Amrit Abhiyan/PMJAY Scheme.
- ii) The Agency has to provide service from the point of pre-authorization to settlement of claim.
- iii) The Agency will have to ensure settlement of claims within 45 days from the date of completion of service/discharge.

4. Minimum Eligibility Criteria:

The following shall be minimum eligibility criteria for selection of bidders technically.

- a) **Legal Valid Entity:** The Bidder shall necessarily be a legal entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or a Partnership firm or Proprietorship firm. Bidder in the form of JV/Consortium is not permitted.
- b) **Registration:** The Bidder should also be registered/comply with various statutory compliances.
- c) **Clearance:** The Bidder should also have clearance from GST and Income Tax Department. Relevant proof in support shall be submitted. Copy of organization / company and audited balance sheet for past 3 years to be enclosed.
- d) **Experience :** The Bidder should have experience in providing services in settlement claim of medical insurance in last three Financial Years.
- e) **Turn over:** The agency should have a minimum turnover of Rs. 20 crores per annum for the last three years.

4.1. Documents supporting the Minimum Eligibility Criteria:

1. Registration under the shops and Establishment Act/ Companies Act/Society Act/SSI
2. PAN and TAN no.
3. GST registration no.
4. Registration no. EPFO
5. Registration no. ESIC
6. IT returns 03 years(latest)
7. Audited balance sheet 03 years(latest)
8. Bidder should have Minimum 03 years in claim settlement of medical insurance experience in reputed Institution/Organizations/PSU's/Government Organisations.
9. Bank Solvency certificate
10. Apart from the above a committee can also be constituted for visiting the different sites of bidders to assess their capacity and capability.
11. EMD/Security Deposit/Bank Guarantee not forfeited certificate as per Annexure– III
12. An undertaking (self certificate) on a stamp paper that the bidder hasn't been blacklisted by a central/any state Government institution and there has been no litigation with any Government department on account of similar services is to be submitted.
13. The bidder shall submit "Financial Bid form" as per Annexure – VI. For the bids to be considered, the Bidders are requested to furnish documents for each of the above clauses. The tender bid must be submitted containing an index of page numbers where the above information is furnished

Note:- Bidders must attach copy of valid certificate of the above documents along with tender document

5. Bidding Process:

The Bidder is expected to read / examine all instructions, forms, terms, conditions and specifications in the Tender Documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder's risk and may result in rejection of its tender offer.

5.1 Submission of Tender

The tender should be submitted under **Two bid system**, i.e. Technical Bid and Financial Bid. Both the 'Technical Bid' & 'Financial Bid' should be kept in two separate sealed envelopes and both these envelopes should be put again in a single sealed envelope super-scribed "Tender for claim management and settlement of Atal Amrit Abhiyan (AAA)/PMJAY Scheme addressed to Director, Dr. B. Borooah cancer institute, Guwahati-781016 and it should be submitted to the office of the Director, Dr. B. Borooah Cancer Institute, Guwahati-781016 **on or before 24.03.2021 upto 14.30 hours.**

- a) The Tender Fee shall be paid at the office of Director, Dr. B. Borooah Cancer institute, Guwahati before submitting the tender. Photocopy of money receipt in support of tender fee paid should be enclosed in the technical bid failing which same will be summarily rejected.

5.1.1. Earnest Money Deposit

- a) Bidders are required to deposit EMD amount of Rs.10,00,00/- which will not bear any interest, must be paid by Demand Draft / Pay Order drawn in favor of 'Dr. B. Borooah Cancer Institute payable at Guwahati only. **The D.D. / Pay Order or original BBCI Receipt** must be attached along with the Technical Bid, failing which their bids will not be considered valid. **Cheque will not be accepted. No offer will be accepted unless full amount of E.M.D. is paid.** Offers, submitted without EMD, will be rejected. EMD of the unsuccessful Bidders will be returned after the finalisation of the contract. EMD of the successful Bidders will be returned on executing the Contract and furnishing the Security Deposit or EMD will be adjusted against Security Deposit.
- b) The EMD / Bid Security will be forfeited:
- If a Bidder withdraws its tender during the period of bid validity or
 - In case of successful Bidder, if the Bidder fails
 - i) To execute the agreement / contract within 10 days from the date of the issue of the work order.
 - ii) To submit Security Deposit as specified in the terms and conditions.

5.1.2 Tender Fees:

Non refundable fee of Rs.1000/- is to be paid before submitting tender. In case of non submission of Tender Fee, the Tender will not be considered for Technical Evaluation.

5.1.3 Technical Bid

The Technical Bid shall contain the following documents:

- i) Documents Establishing Bidder's Eligibility.
- ii) The Minimum Eligibility as required in **Annexure-III** of this tender document.
- iii) A letter of acceptance of terms and conditions of the tender.
- iv) Technical compliance statement.
- v) Check list with compliance report.

5.1.4 Financial Bid:

The Financial Bid shall contain the following:

- i) Bidders shall strictly submit Financial Bid form as per **Annexure – VI**.
- ii) The Financial bid must be filled in completely, without any errors, erasures or alterations and shall be shown in detail including agency charges and applicable taxes and any other charges, if any. Corrections must be dully attested by the tenderers.

iii) The Financial Bid must contain the service charge in percentage on total claim settled. The Financial Bids of only successful bidders, who have been found technically qualified, will be opened at a later date and those will be intimated separately before opening those technically qualified agencies by mail. So agencies are requested to give correct e-mail ID and contact phone/fax numbers. BCCI is not responsible for non-delivery of mails due to wrong address given by them or offers received after the scheduled due date and time.

5.2 Terms and Conditions of Tender

5.2.1 Erasures or Alterations and Signing of Tender Offers

The offer shall be typed or written in ink and shall be signed by an authorized signatory. All pages of the Tender Offer, except for printed literature, shall be initialed by the person or persons signing the offer. Any correction / over writing should also be signed by the authorised signatory. In the case of errors made by the Bidder, such corrections shall be initialed by the person or persons signing the offer.

5.2.2 Completeness of Technical Offer

Technical details must be completely filled up. Filling up of the Technical Detail form using terms such as "OK", "accepted", "noted", is not acceptable. The BCCI shall treat offers not adhering to these guidelines as unacceptable. Conditional Tenders are liable to be rejected.

Canvassing in connection with the tenders is strictly prohibited and the tender of anyone resorting to canvassing will be liable for rejection on that ground alone.

5.2.3 Costs & Currency

The offer must be given in Indian Rupees only.

5.2.4 Information about Bid Process

A Pre-bid meeting will be held on 12.03.2021 at 14.30 hrs. All the prospective bidders are suggested to take cognizance of the same and attend the meeting, if interested.

5.2.5 Submission of Bids

Bids shall be submitted on or before **24 .03.2021 (upto 14.30 hrs)**. Director, BCCI may, at his discretion, extend this deadline for submission of offers by amending the Tender Documents and same will be notified on website only. In that case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through Email, Telex, Fax, cable **will be rejected.**

5.2.6 Late Tender Offers

Any offer received from the agencies after the due date and time prescribed for submission of the same, pursuant to the clause above, **will not be entertained.**

5.2.7 Validity of Bids

All the bids must be valid for a period of 180 days from the date of tender opening. No request will be considered for price revision during the contract period. **If necessary, BBCI shall seek extension in the bid validity period beyond 180 days.**

5.2.8 Opening of Bids

The bids will be opened in the presence of representatives of bidders on **24.03.2021 at 15.30 hrs.** Only one representative per bidder shall be permitted to attend along with the letter of authority as per **Annexure – IV.** Technical Bid will be opened then it will be handed over to the duly constituted Tender Evaluation Committee (TEC) for evaluation. The financial details of technically qualified bids shall be opened in the presence of bidder's representatives (only one per bidder) on a date and time duly notified.

5.2.9 Evaluation of Bids

Evaluation of all bids will be done by a duly constituted **Tender Evaluation Committee (TEC).**

a) Preliminary Scrutiny

- i) Bids of the agencies, not satisfying the eligibility criteria shall be rejected and no further evaluation of such bids will be done.
- ii) Prior to the detailed evaluation, BBCI will determine the substantial responsiveness of each offer to the bid documents. For purpose of this Clause, a substantially responsive bid is **one which is in conformity with all the terms and conditions of the Tender Documents** without any material deviations. The BBCI determination of a bidder's responsiveness will be based on the contents of the bid itself without **recourse to extrinsic evidence.**
- iii) BBCI reserves the right **to waive any minor infirmity** or irregularity in a bid, if it is in the interest of the organization (BBCI). The decision of BBCI in this regards shall be **final and binding** on all Bidders.
- iv) Conditional offer will not be accepted.
- v) BBCI reserves the right to accept or reject any tender offer and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the BBCI's action.

b) Technical Evaluation

- i) For the agencies which meet the pre-qualification criteria, the TEC would examine the technical details and may ask for additional supporting information from the bidders, if required. **No new information can be submitted as addition to original bid.**
- ii) BBCI reserves the right to assess the proposed managerial staff before technically qualifying the agency if required. In such case this proposed managerial staff will have to be present in front of the TEC at Guwahati on an earliest convenient date at their expense.
- iii) BBCI at its discretion may visit the sites where the Agency presently has a contract/performed the work and obtain feedback. BBCI will have full liberty to reject any bid based on the feedback and Agency will have no claim, whatsoever, in this process. Agency will extend to BBCI all such co-operation as may be required for the site visit.
- iv) The technically qualified bidders will be considered for financial bid evaluation.
- v) The contract will not be split.

c) Financial Bid Evaluation (FBE)

- I. Financial Bids of only the technically qualified bidders will be considered. The financial bids shall be evaluated on the basis of service charge quoted by the Agency on the claim settled amount. The service charge should include the salary of staff, printing & stationery, applicable income-tax, etc.
- II. A Tender Evaluation Committee (TEC) would scrutinize the financial bids. The bids, found lacking in strict compliance to the financial bid format shall be rejected.
- III. The bidders have to quote financial bid as percent of claim settlement amount as per Annexure-VI. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid.
- IV. Financial bid has to be mentioned as percent upto two decimal figure only. If mentioned in more than two decimals it will be rounded to two decimal value. If digit in third decimal place is five or more than five it will be deleted and digit in second decimal place will be increased by one and if digit in third decimal place is less than five it will be deleted and digit in second decimal place will remain unchanged.
- V. In the event of Service Charges quoted by two or more agencies being equal, Director, BBCI reserves the right to call for revised price bid from those agencies.
- VI. Financial bid if submitted along with the technical bid will be rejected.

d) Award of contract :

- i. Selected bidder will be issued a letter of intent. Security deposit should be paid within ten days. In case the selected bidder does not respond or is unable to complete formalities the EMD will be forfeited.
- ii. Upon receipt of security deposit the work order will be released and the contractor must complete contract formalities within fifteen days.
- iii. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the BBCI is put to any loss/obligation, monetary or otherwise, the BBCI will be entitled to get itself reimbursed out of the outstanding bills/performance security to the extent of the loss or obligation in monetary terms.

5.2.10 Award Criteria

- I. BBCI shall give letter of award to the selected bidder for providing Services.
- II. On written communication from BBCI the selected bidder shall sign the contract within ten days of such communication, failing which the offer shall be treated as withdrawn and EMD forfeited.
- III. The selected bidder should affirm in the contract signed that he is capable of supplying the manpower he has quoted.
- IV. The selected bidder shall give security deposit of Rs.15,00,000/- (Rupees fifteen lakhs) only of in the form of **Performance Bank Guarantee** as per **Annexure-V** from a nationalized Bank or scheduled commercial bank for the duration of the contract/extended period, if any, in favour of Dr. B. Borooah Cancer Institute. On receipt of bank guarantee towards security deposit the EMD of other bidders will be returned without any interest. / Security deposit can also be submitted by way of a fixed deposit receipt in favour of Dr. B. Borooah Cancer Institute. The validity of the security deposit will be three months beyond the expiry of the contract period.
- V. BBCI will have the right to invoke the security deposit without assigning any reasons if performance of the agency is not found up to the mark.

6. Payment Terms

- i) The payments to the agency will be made on submission of bill. Bill should be generated on receipt of claim & settle amount by BBCI. You have to provide collated statement showing details of payment received along with the claim numbers, patients case file numbers, date of transfer etc. along with the bill.

- iii) All payments to agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act, 1961 and other taxes if any as per Government of India rules.
- iii) The agency has to submit the following document along with the bill.:
 - Attendance Sheet
 - Acquaintances (Salary Statement)
 - NEFT/Bank Transfer (with UTR No.)/Cheque Statement
 - EPF - Challan Copy
 - ESIC - Challan Copy
 - GST Challan copy
- iv) The Agency must be financially capable to pay remuneration in time to the personnel employed by them in BBCI upto a maximum period of 2 months in case BBCI is not in a position to clear their bills due to some reasons.
- v).The Agency has to provide consolidated list of billing submitted every month of AAA/PMJAY including current pending bills and the details of payment received, claims rejected to Account Section of BBCI every month.

6.1.1 Fraud and Corrupt Practices

- i) Without prejudice to the rights of the BBCI, if an Applicant is found by the BBCI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by the Department

7. Duty / Responsibility / Liability of the Agency

7.1 General Conditions

- i) The selected agency shall not, without BBCI's prior written consent, disclose the Contract or any provision thereof or any specification, plan, sample of information furnished by or on behalf of BBCI in connection therewith to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- ii) The selected agency shall not outsource the work to any other associate/franchisee/third party under any circumstances. In case of default of this condition, BBCI shall have the liberty to forfeit the security deposit, to revoke the bank guarantee (including the ones submitted for other work order) and termination of the Contract.

- iii) In the event of the agency's company or concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with BBCI, should be passed on for compliance by the new company/new division in the negotiation for their transfer.
- iv) As BBCI is covered under the scope of RTI act, it is expected that the contractor shall keep all the records properly indexed and maintained in a specific manner so that copies can be extracted as and when required.
- v) Only some new conditions which are applicable as per the existing Government laws mentioned in the tender document will be mandatory on both BBCI and Contractor.
- vi) All other general conditions of contract issued from time to time by the Government of India shall apply.
- vii) The mode of payment to the agency staff will be through Bank Transfer only.
- viii) The salary of staff engaged by the agency will not be less than the minimum wages of Central Government. The payment of other statutory dues such as PF,ESI etc. shall be made to the concerned authorities on time.

7.2 Indemnity

The agency will indemnify BBCI and Offices under BBCI of all legal obligations of its professionals deployed for BBCI.

7.3 Providing Services / Support

- (i) The agency will ensure that Salaries are given to the deployed personnel on or before 7th of every month. The contractor should not stop the payment of salary on account of delays not attributed to the engaged OR non clearance of Bills from BBCI.
- (ii) The staff shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems. The agency shall verify the character antecedents before deploying any person at BBCI and offices under BBCI organization.
- (iii) The personnel engaged by Agency will not be on the payroll of BBCI and will not be entitled to any benefit as applicable to the employees of BBCI.
- (iv) Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.

- (v) The Agency is solely responsible for any accident/medical/health related liability for the personnel deployed by Agency at BBCI. The BBCI shall have no liability in this regard. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons by the Agency
- (vi) The agency shall issue order/letter to the deployed manpower and issue valid I-Card to each one of them. They shall wear the I-Cards on their person at their respective places of work.
- (vii) **Period of Contract:** Under normal circumstances the contract shall be valid for contracted period of two years with a probation of 3 months from date of issue of work order. However, contract may be extended for further period, if agreed by the contractor and BBCI on the same rate, terms and conditions.
- (viii) **Working Hours:** Working hours will be decided by the Medical Superintendent / management of BBCI in the interest of patient care of this hospital.
- (ix) **Reporting Place:** Dr. B. Borooah Cancer Institute, Guwahati
- (x) In case of 3 frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice
- (xi) The Agency is solely responsible and liable for compliance to the staff engaged by the Agency under the social welfare Legislation Acts like workmen's compensation and Provident fund, ESI etc. as admissible under the rules and BBCI shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at the BBCI.
- (xii) For all purpose the agency will be the "Employer" within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the agency at BBCI shall not have any claims whatsoever like employer and employee relationship against BBCI.
- (xiii) The Agency shall be bound by the details and documents as furnished by him to BBCI while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making him liable for action.
- (xiv) The Agency also agrees to comply with terms and conditions and agreement shall be final and binding on the Agency.
- (xv) The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the BBCI.
- (xvi) Contractor will be responsible to comply with the provisions of minimum wages Act of the Central Government and ensure payment of highest minimum wages which include Basic Pay, Dearness Allowance, Special Allowance, EPF, OTA, Bonus, M.L. Welfare Charges, ESIC, Paid Holidays etc.

- (xvii) The contractor/agency has to deploy fulltime supervisor at his own cost to supervise the contract at BBCI and submit his contact details. (Service charges will not be paid for the specific months where the contractor does not provide the supervisor at BBCI.
- (xviii) The contractor/ agency will have to carry out the instructions regarding contract issued by BBCI from time to time.
- (xix) The Contractor shall ensure his presence at a short notice when required by the management.

7.4 Rights of BBCI

- (i) Decision of BBCI in regard to interpretation of the terms and conditions of the Agreement shall be final and binding on the Agency.
- (ii) In case of any dispute between the Agency and BBCI, the BBCI shall have the right to decide and the same shall be referred to the Director, BBCI whose decision shall be final and binding upon both the parties. However, all matters of jurisdiction shall be at the local courts located at Guwahati.
- (iii) The BBCI has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving two month notice in advance to the agency in writing. The BBCI shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/modification for a further period of one year or for a shorter period until such time as a new agency takes over in the event of BBCI resorting to the process of appointing a fresh contractor/agency. The contractor on his part will have to give two months notice.
- (iv) BBCI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Contractor.

7.5 Dealing Offence / Loss, etc.....

- (i) In case of any theft or pilferages, loss or other offences, will be reported to the office. If after a departmental enquiry it is found that the loss has occurred due to the negligence of the Agency's' personnel, then the Director will have full powers to recover the loss in full or in part from the dues or security deposit of the contractor. The decision of the Director / Competent Authority will be final and binding on the contractor.
- (ii) In case of any loss that might be caused to the BBCI due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Agency and in this connection, the BBCI shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the BBCI besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the BBCI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

- (iii) In case of breach of any of the terms of agreement, the performance security deposit of the agency shall be liable to be forfeited by the BBCI. In addition, the contract/agreement will also be liable to be terminated. Any sum of money due or payable to the BBCI including the security deposit refundable to him under the contract can be appropriated by the BBCI against any amount which the agency may owe to the BBCI.

7.6 Termination for Insolvency & Default

7.6.1 Termination for Insolvency

BBCI may at any time terminate the work order/contract by giving written notice of one month to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

7.6.2 Termination for default

- (i) Default is said to have occurred
 - (a) If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by BBCI.
 - (b) If the agency fails to perform any other obligation(s) under the contract / work order.
- (ii) If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from BBCI (or takes longer period in spite of what BBCI may authorize in writing), BBCI may terminate the contract/work order in whole or in part. In addition to above, BBCI may at its discretion transfer upon such terms and in such a manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency shall be liable to compensate BBCI for any extra expenditure involved towards support service to complete the scope of work totally.

7.7 Force Majeure

- (i) Force majeure clause shall mean and be limited to the following in the execution of the contract/purchase orders placed by BBCI.
 - (a) War/Hostilities
 - (b) Riot or Civil commotion
 - (c) Earthquake, flood, tempest, lightning or other natural physical disaster
 - (d) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.
- (ii) The Agency shall advise BBCI in writing, duly certified by the Local Chamber of Commerce, the beginning and at the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising

out of clauses of force majeure, BBCI reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

7.8 Arbitration

BBCI and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute shall arise between parties on aspects not covered by this agreement or the construction or operation thereof or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration, one to be appointed by each party and the third arbitrator appointed by BBCI. The award of the arbitration shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Guwahati.



ANNEXURE –I

PROFORMA

To,
Director
Dr. B. Borooah Cancer Institute,
Guwahati-16

Subject : Claim management and settlement of services of Atal Amrit Abhiyan/PMJAY Scheme.

Sir,

The undersigned have read and examined in detail the tender document in respect of Claim management and settlement of services of Atal Amrit Abhiyan/PMJAY Scheme do hereby express our interest to provide such services.

Correspondence Details:

- 1) Name of the Company
- 2) Address of the Company
- 3) Name of the contact person to whom all references shall be made
- 4) Designation and address of the person to whom all references shall be made regarding this tender.
- 5) PAN and Service Tax details
- 6) Telephone (with STD Code)
 - a. E-mail of the contract person
 - b. Fax No. (with STD code)

Document framing part of the bid : -

- 1) Annexure-I : Proforma
- 2) Annexure-II : Minimum Eligibility
- 3) Annexure-III : Forfeited Certificate
- 4) Annexure-IV : Letter of Authorisation for Attending Bid Opening
- 5) Annexure-V : Form of Performance Security – Bank Guarantee Bond (BG)
- 6) Annexure-VI : Proforma for Financial Bid.

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Business Address _____

Seal _____

MINIMUM ELIGIBILITY

The details in respect of the company are given as under :-

- a. Name of the Company
- b. Year of Registration/Incorporation
- c. Number of Employees as on 31st December, 2020
- d. Annual Turnover

Yours faithfully,

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Business Address _____ Seal _____

Witness with Signature

1) Name & Address

2) Name & Address

ANNEXURE – III

(To be given on official Letter Head of the Bidder)

NOT FORFEITED CERTIFICATE

I hereby declare that M/s. _____,
I am not Black Listed in any Government Tenders in Assam or any other state and my
EMD / Security Deposit / Performance Security Deposit is not forfeited in Dr. B. Borooah
Cancer Institute or any Government Department Tender.

Place : _____

(Signature & Seal of the Tenderer)

ANNEXURE - IV

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on _____ or before date of bid opening)**

To,
Director
Dr.B.Borooah Cancer Institute,
Guwahati-16

Sub: Authorisation for attending bid opening on _____(date) in the Tender of

Dear Sir,

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____(Bidder).

Name Specimen Signature : _____

Alternate Representative : _____
Name Specimen Signature

Signature of Bidder : _____

Or

Officer authorized to sign the bid
Documents on behalf of the bidder

NOTE:

- 1) Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
- 2) Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION-10 (i): FORM OF PERFORMANCE SECURITY - BANK GUARANTEE BOND (BG)

In consideration of the Director BCCI having agreed under the terms and conditions of Letter of Intent / Agreement No dated made between and (hereinafter called "the said Contractors"⁸¹) for the work (hereinafter called "the said Letter of Intent / Agreement") having agreed to production of a irrevocable bank Guarantee for Rs. (Rupees only), as a security / guarantee from the contractors) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the BCCI an amount not exceeding Rs. (Rs. only) on demand by the BCCI

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BCCI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractors). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

3. We, the said bank, further undertake to pay to the BCCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating hereto, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractors shall have no claim against us for making such payment.

5. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the BCCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the BCCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractors) and accordingly discharges this guarantee.

6. We.... (indicate the name of Bank) further agree with the Director, BCCI that the BCCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, BCCI against the said Contractors) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the BCCI or any indulgence by the BCCI to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractors).

8. We (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the BCCI in writing.

9. This guarantee shall be valid up to..... unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the _____ day of..... for * * * (indicate the name of Bank)

(Note : The Letter of intent shall form part of the Agreement)

IN SEPARATE ENVELOPE**ANNEXURE - VI****PROFORMA FOR FINANCIAL BID**

1. **Name of company, address etc.**
2. **Details of rate quoted.**

(Figure may be written in words as well as in figures, in case of any discrepancy between figures and words, the amount written in words will be taken for consideration). No cutting or overwriting will be allowed. Any financial bid with overwriting or cutting will be disqualified.

TABLE :

Sr. No	Particulars	Agency's Service Charges (percentage)
1	Claim settlement amount	

GST Tax will be paid extra as applicable from time to time.

Only one bid value should be quoted and it should not be bifurcated in any manner

Yours faithfully,

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Witness with Signature:

- 1) Name & Address

- 2) Name & Address

ANNEXURE – VII**To be given on the letterhead of the Agency**

Annexure to Bill No. _____ dated _____

To,
 Director
 Dr.B.Borooah Cancer Institute,
 Guwahati-16

Sub: Certificate

Dear Sir,

This is to certify that,

1. The present Claim is submitted for the first time for the month of _____ .
2. The amount is claimed for the first time & that there shall not be any claim for the same work in future.
3. The rates charged in the claim bill are the same as have been agreed to in the agreement of the contract under reference/Work Order No. _____
 Dated _____.
4. The payment of wages to the employees deployed to carry out the services of is not less than the prescribed charges made applicable by the State of Assam(As per minimum wage Act).
5. We hereby declare that the EPF contribution of employee and employer has been deposited to the EPF Account No. _____ for amount of _____ on _____ for the month of _____.
6. We hereby declare that the ESIC contribution of the employees has been deposited to the ESIC Account No. _____ in _____ vide Challan No. _____ for amount of _____ on _____ for the month of _____.

7. Further, certified that the BBCI shall not be held responsible for any of the liability if arrived and detected later, like that of wages paid, EPF, ESIC and other benefits of leave encashment, medical etc., whereas our company will be held responsible.

8. Our company will be responsible for any dispute which might arise between the workmen and our company, BBCI will not be held responsible.

For _____

AUTHORISED SIGNATORY

Sr. No	<u>Important List of Documents supporting Eligibility Criteria:-</u>	Yes	No
1	Attested copy of Certificates of Incorporation issued by the respective registrar of Companies.		
2	Attested Copy of Pan, Labour Registration, EPF Registration and ESIC Registration shall be accepted.		
3	Shop and Establishment Certificates up to date.		
4	GST Certificate		
5	Attested Copy of Clearance Certificate (Last three years returns) from Sales/Service Tax, Income Tax Department shall be accepted.		
6	Attested copies of experience certificates for completed or ongoing work/services issues by the Government / PSUs / Municipal Corporations shall be acceptable. The bidder has to submit the relevant work experience certificates as mentioned in the Eligibility Criteria.		
7	Attested copy of the Audit Report and Audited Balance Sheet for the completed Three financial years.		
8	An undertaking (self certificate) on a stamp paper that the bidder hasn't been blacklisted by a central/any state Government institution and there has been no litigation with any Government department on account of similar services		
9	EMD/Security Deposit/Bank Guarantee not forfeited certificate as per Annexure – III		
10	Letter of Authorisation for Attending Bid Opening as per Annexure – IV		
11	Bank Guarantee Bond as per Annexure-V		
12	“Financial Bid form” as per Annexure – VI		

For the bids to be considered, the Bidders are requested to furnish documents as per the above mentioned Annexures for each of the above clauses. The tender bid must be submitted containing an index of page numbers where the above information is furnished.