



ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA
(An Autonomous body under MoHFW, Govt. of India)

TENDER NO: AIIMS/Pat/Admn/ENT/6352

DATED: 01.08.2018

TENDER DOCUMENT

FOR

**Tender for Expansion of Audiology and speech Rehabilitation Services at
AIIMS Patna on PPP Mode**

FOR

ENT Department

AT

AIIMS PATNA

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT : From 01.08.2018

DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT : From 01.08.2018 to 30.08.2018 to 12:00 noon

DATE OF PRE-BID MEETING : On 09.08.2018 on 12:00 hrs

DATE & TIME FOR OPENING OF TENDER DOCUMENT : On 30.08.2018 at 12:30 noon



ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA - 801507

(An Autonomous body under MoHFW, Govt. of India)

No. AIIMS/Pat/Admn/ENT/6352

Dated: 01.08.2018

“Notice Inviting Tender for Expansion of Audiology and speech Rehabilitation Services at AIIMS Patna On PPP Mode for ENT of AIIMS PATNA”

All India Institute of Medical Sciences, Patna (AIIMS Patna) invites bids from reputed, experienced and financially sound Companies/Firms/Agencies for Tender for Expansion of Audiology and speech Rehabilitation Services at AIIMS Patna On PPP Mode for ENT of the Institute. Those who are in the similar business for the last three years and providing the same service to Central/State Govt./Reputed Private Hospitals or autonomous bodies may send their bids both Technical and Commercial in sealed envelopes.

2. Complete Tender Document may be obtained from the Administrative Office, AIIMS, Patna, Bihar - 801507 on all working days from 03.00 PM to 5.00 PM from 01.08.2018 to 29.08.2018, by depositing a Demand Draft for Rs. 1500/= (One Thousands Five Hundred only) payable at Patna and drawn in favour of “AIIMS Patna”. It can also be downloaded from the website of AIIMS, Patna www.aiimspatna.org and Central Public Procurement Portal (CPPP): www.eprocure.gov.in and Government e-Marketplace (GeM) till date of submission up to 13.00 hrs. The bidders using the tender form downloaded from the website shall enclose a Demand Draft for Rs. 1500/= (One Thousands Five Hundred only) payable at Patna and drawn in favor of “AIIMS, Patna”.

3. The interested Companies/Firms/Agencies may send their bid complete in all respect along with Earnest Money Deposit (EMD) as per schedule of requirement in the form of Demand Draft issued in favour of AIIMS, Patna, drawn on any scheduled bank payable at Patna and other requisite documents to the undersigned duly superscripted “*Bid for Tender No AIIMS/Pat/Admn/ENT/6352*” before 12.00 hrs on 30.08.2018. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible.

NOTE : The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.

4. The sealed envelopes are to be deposited in the tender box placed at the Administrative Office AIIMS, Patna or may be sent through registered/speed post addressed to The Director, All India Institute of Medical Sciences, Patna – 801 507. **Bids sent by COURIER will not be entertained.**

5. Bids will be opened on 30.08.2018 at 12:30 noon in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.

6. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Faculty In-charge, Procurement Cell through the website www.aiimspatna.org and Central Public Procurement Portal (CPPP): www.eprocure.gov.in and Government e-Marketplace (GeM).

7. AIIMS Patna reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document including quantity/amount of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, AIIMS Patna in this regard shall be final.

(Faculty-in-charge)
Procurement Cell
AIIMS Patna

GENERAL CONDITIONS TO THE TENDERER (GIT)

1. **Please read the terms and conditions before filling the tender form.**
2. Bidder must assess business before participating in tender.
3. Firm should not be blacklisted/debarred from participating in tender by any Government institution.
4. The tender form (**Annexure-1**) **should be clearly filled and** no column should be left blank.
5. Each paper of the tender document must be signed by the tenderer with seal of Agency/Firm and pages numbered.
6. Bidder will be abiding by all the terms and conditions of tender document. An undertaking as per **Annexure-III** should be submitted in this regard.
7. PRICE BID OF ONLY THOSE TENDERERS WHO ARE FOUND TO BE QUALIFIED IN PREQUALIFICATION WILL BE OPENED. Date and time will be informed through website, e-mail and registered letter. Bidder wishing to present on the occasion may attend the same.
8. All the documents of the firm and details of Laboratory uploaded by the tenderer should bear the same name and address.
9. The bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 1, 00,000/- (ONE Lakhs) for 100-300 beds in the form of a fixed deposit (/DD) receipt from a nationalized or commercial bank in favour of, AIIMS Patna **Original Earnest Money Deposit (EMD) should be put in the tender box placed at Administrative Block .up to 30.08.2018 till 12:** The EMD of successful bidder will be adjusted towards Performance security.
10. The bidder has to submit a Performance bond Bank Guarantee (PGB) amounting to Rs.5.00.000/ (FIVE LAKH)
11. Following information should be indicated on the envelope for original EMD and Undertaking (**Annexure-III**):-
 - a. Closing date of tender 30.08.2018 time 12:00 PM
 - b. Tender for outsourcing of OPD Laboratory investigative services'
 - c. Name of the firm
12. Applicant Laboratory should have RCI (rehabilitation council of India) accreditation for five years.
13. No service charges will be given to the Agency for providing Laboratory Investigation services to the Hospital.
14. Income Tax will be deducted as per Government Guidelines.
15. Possession certificate as per not found required to be signed by successful bidder.
16. Payment and accounting: See details in Annexure – II (General Conditions of Contract)
17. Profit sharing – See details in Annexure-II (General Conditions of Contract)

PREQUALIFICATION BID (PART – 1)

Documents required for prequalification bid

1. Filled tender form (Annexure- 1)
2. Earnest Money Deposit amounting to Rs. One lakh (1.00.000/- only) in the form of a DD from a nationalized/commercial bank in favour, AIIMS Patna, ----- . Original Earnest Money Deposit (EMD), should be put in the tender box placed atup to.....P.M.
3. Valid RCI Acceleration certificate (Rehabilitation council of India) & should be enrolled with ADIP scheme.
4. Latest/Current money receipt of acceleration Fee for Registration /Renewal.
5. PAN Card duly attested.
6. Income Tax Return for last three years.
7. Certified Copy of Audited Balance Sheet and Profit & Loss Accounts for the last three years.
8. Registration Certificate of Laboratory.
9. Undertaking on non-judicial stamp paper of Rs 100/- as per Annexure –III.
Original Undertaking should be put in the tender box placed at.....
....., up toP.M on.....
10. Partnership deed (in case of Partnership Firm) or copy of Memorandum of Association (In case of Company) along with authorization letter to sign/participate in the tender and Also to deal with the Hospital Authorities after award of contract.

Date:

(Signature of Bidder)

Place:

Name

Address:

Tel No:

PRICE BID (PART – 2)

1. Bidder should submit the price bid.

2.. The bidder has to submit the information's in the following table format.

S.No.	Name of Audiological Investigation	Price (INR.)
1.	Free Wild Audiometry (FFA)/Behavioral Audio	
2.	Puretone Audiometry	
3.	Speech Audiometry	
4.	Impedence Audiometry (IA)	
5.	Oto acoustic emission (OAE)	
6.	Brainstem Evoked Response Audiometry (BERA)	
7.	Auditory steady state response (ASSR)	
8.	Equipment for Intra operative telemetry and mapping	
9.	CEP	
10.	Secial test such as ABLB,TDT,STAT,SISI	
11.	Auditory verbal therapy for Cochlear Implant patient	
12.	Voice Therapy	
13.	Speech Therapy for all kind of speech language and communication disorder	
14.	Speech Assessment	
15.	Hearing Aid Fitting and Trial	

Date:

Place:

(Signature of bidder)

Name

Address:

Tel No:

ANNEXURE – 1

TENDER FORM FOR OUTSOURCING OF LABORATORY INVESTIGATION SERVICES

1. Due date for Tender.....at.....hours.

2. Opening Time and Date of Tenderat.....hours.

3. Name, Address of Laboratory and Telephone Number.....
.....
4. Registration Number of the Laboratory.

5. Name, Designation, address and Telephone Number of the Authorized person
of Laboratory to deal with -----

-----.

6. Please specify as to whether, A-----, B-----
----- is a sole proprietor/ partnership/ Company.

7. PAN Income tax Department:

8. Details of earnest Money deposited:
 - a. Amount Rs.....(Rupees in words)
 - b. Fixed Deposit Receipt No/ Bank guarantee No/DD no:
 - c. Date of issue.
 - d. Name of the issuing Authority:

9. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions and instructions contained in the Tender Document and undertake myself/ourselves to abide by them.

(SIGNATURE OF THE TENDERER)

Name and Designation:.....
Address

General conditions of contract

ANNEXURE-II

1. Any person who is in Government service or an employee of the department should not be a partner to the contract by the bidder directly or indirectly in any manner whatsoever.
2. The diagnostic centre should perform all the tests in AIIMS, Patna.
3. Laboratory is responsible for testing the samples of all OPD/IPD patients. Services to EHS and BPL patients will be provided only if the required test is/are not available in the institutional laboratory.
4. The space for running the laboratory will be provided by the institute (AIIMS) in the Hospital premises. The furnishing of the laboratory will be done by the bidder. The water and electricity bill will be paid by the bidder.
5. AIIMS will allow use of electricity and water for which service provider will pay Consumption charges as per prevailing rules of energy supplier. Service provider will apply for the installation of separate electric meter in its name and the installation charges for such a connection will be borne by the service provider. The service provider will make payment of energy consumed for the diagnostic facility directly to energy supplier as per rules.
6. The laboratory should be made fully operational maximum by 4 weeks (including lab Furnishing, installation of equipment's) as the hospital is going to function soon. The clinical manpower should have RCI accreditation and preferably empanelled with the ADIP scheme of India which is targeted towards speech therapy of deaf mute kids.
7. All the CGHS listed tests (as provided in Annexure – IV) have to be carried out in the provided laboratory premises of the institute. The performance of the laboratory will be under the supervision of the respective departments of AIIMS.
8. The report should contain the name of respective AIIMS.
9. The laboratory will have to send / deliver the reports within the suitable turnaround time. In emergency case reports may also be asked / communicated telephonically and to be followed by delivery of written reports, the reports shall have to be prepared in duplicate out of which one copy should be delivered to the patient and the second copy shall be enclosed in one bunch later along with the bills for verification.
10. The data generated through the laboratory covered in this contract will be the intellectual property of the institute (AIIMS).
11. The laboratory must contain to remain accredited during the term/tenure of the Contract. If accreditation is cancelled during the contract period, his contract will also be cancelled without any notice.
12. The Laboratory will submit an undertaking that the charges quoted are not higher than they have quoted in any Government Hospital.
13. In every case in which by virtue of the provisions of the Workman's Compensation Act, the Government of India is obliged to pay compensation to such person employed by the bidder in execution of the work, the Institute/ Government will be entitled to recover from the Laboratory the amount of compensation so paid.
14. The Laboratory shall indemnify the Department against all other damages/Charges and expenses for which the Government may be held liable or pay on account of the negligence of the Laboratory

or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.

15. The contract will be awarded initially for a period of three years extendable for further two years on the same terms & conditions, on mutual consent of both the parties and satisfactory performance of the bidder.

16. The Director, AIIMS/Medical Superintendent (MS) or person authorised by MS, Reserves the right to terminate the contract without assigning any reason by giving to the Bidder one calendar months' notice, of its intention to do so and on the expiry of the said Period of notice, the contract shall come to an end without prejudice for any right of Remedy that may be accrued to other party by reason of any incident which of any terms Thereof. Such notice may be signed on behalf of Director, AIIMS.

17. If any information documents furnished by the Bidder are found to be incorrect/fake/Forged at any time, the contract shall be terminated without any notice and the Performance Security will be forfeited.

18. In case the Laboratory fails to commence/execute the work as stipulated in the agreement Or there is a breach of any terms and condition of the contract, Director, AIIMS/Medical Superintendent (MS) or person authorised by MS, reserves the right to impose the Penalty as detailed below:-

(i) 2% of the expected expenditure per week, up to 4 weeks.

(ii) After 4 weeks, Director, AIIMS/Medical Superintendent (MS) or person authorised by MS, reserves the right to cancel the contract and withhold the agreement and get this job Carried out through other agencies. The defaulting bidder will be black listed and attract Penal action as per clause stated in (i) above and difference if any, will be recovered from The bidder.

(iii) The Performance Security deposited by the Agency will be forfeited.

19. The tenderer shall clearly specify whether tender is submitted on behalf of his own or on behalf of a partnership firm or company. In case the tender is submitted in behalf of Partnership firm or company, the tenderer should enclose the certified Copy of Partnership Deed (in case of Partnership Firm) or copy of Memorandum of Association (in case of Company) along with Authorization Letter to sign/participate in the tender and also to deal with the Hospital Authorities after award of contract. No partnership deed will be accepted after submission of Tender bid. The individual signing the quotation form or any document forming part of the contract on behalf of another or on behalf of firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person of the forms as the case may be in all matters pertaining to the contract including arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time the Government may, without prejudice to other civil and criminal remedies cancel the contract of registered/unregistered Partnership Firm, all the partners should sign quotations.

20. The Laboratory has to maintain all the relevant records, registers and documents are required by the Labour Department, Regional Provident Fund Commission and employees State Insurance Corporation or other local bodies/Govt. bodies as per the existing rules or as amended from time to time.

21. In case of any violation of statutory provision under Labour laws/BMW rules or otherwise on behalf of the bidder, there will not be any liability on Hospital Authority.

22. In the event of any dispute arising in connection with the interpretation of any clause in the terms and condition of contract, agreement, or otherwise the matter shall be referred to the Director AIIMS (respective AIIMS).

23. If any complaint of misbehaviour and misconduct comes into the knowledge of the Medical Superintendent then all such responsibility shall be of the bidder. He will responsible to make good for the losses so suffered by the department.

24. That the Laboratory will be responsible for any type of statutory/mandatory claims or penalties arising out of default in results of investigation.
25. The department shall not be liable to provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the Hospital at any time.
26. The Laboratory shall, for providing proper services, ensure the following:-
 - (i) Daily worksheet is to be prepared which should tally with results, Missing report of investigation will have to be made available by laboratory at its own cost/effort within reasonable time without inconvenience to patient.
 - (ii) That its staff does not smoke at the place of work.
 - (iii) That any specific task related to Lab Investigations assigned to the Laboratory by the Medical Superintendent or any officer authorized by him is carried out by the bidder diligently and well in time.
 - (iv) That any dispute/difference arising out or relating to this contract including the interpretation of the terms will be resolved through discussion and if not so then the matter may be referred to the Director, AIIMS.
27. The Laboratory shall seek instruction from Medical Superintendent or any other officer Officer authorized by him for the purpose, hereinafter referred to as Authorised Officer.
28. The Laboratory shall also be full responsible for any loss of materials and property etc Of the institute attributable to the negligence or failure in complying with the prescribed procedure. All such losses suffered by the Hospital/institute on this are compensated in full by the Laboratory.
29. The laboratory shall submit the complete documents of the staff deployed for sample collection in the Laboratory which will include Name, Age, Sex, Address, Qualification, Experience Certificate, Medical Certificate, Medical Fitness, recent photographs, duly attested by the incharge Laboratory.
30. The Hospital reserves the right to change the place of duty for collection of sample and also has the right to ask for replacement if a particular Staff is not found to be carrying out the functions satisfactorily. The agency will be bound to replace the same within the time period assigned by the Hospital Authorities.
31. Only those bidder will be considered qualified who can provide all the tests mentioned in the list. In case any new test added later by the institute, and CGHS rate for those tests are available then the service provider has to provide facility at the original discount rate quoted.
32. The Medical Superintendent reserves the right to cancel the contract agreement or to Withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventually, Medical Superintendent (MS) further reserves The right to get the work done through some other agencies. Laboratory will be black listed in the department for a period of four years from participation in such type of tender & his earnest money/performance security may also be forfeited if so warranted.
33. Payment & accounting:

- a. Payments for OPD patients will be made at directly by the patients & shall be deposited in bank A/c opened for this specify purpose.
 - b. Payments for IPD patients will be made at the end of the month by the institute.
 - c. Payment for BPL patients and institute EHS beneficiaries will be made by the institute at the end of the month Or the tests will be performed by institute laboratory.
 - d. Payment should be collected at the cash counter of respective AIIMS.
 - e. At the end of each month, bill will be cleared within seven days of submission by the service provider (vendor).
 - f. Payment to the service provider (vendor) will be made by the institute after deducting 25% of the net collection amount in favour of the institute as a profit in a PPP mode.
34. Janes, it any, will be paid to the vendor after showing the deposit receipt of the previous Month.

LIABILITY OF BIDDER

1. The institute shall not be responsible financially or otherwise for any injury & accident to the deployed staff in the course of performing the duty.
2. The laboratory shall be liable to make alternate arrangements in case of the absence of any Staff deployed for collection of samples. Similarly, the bidder shall have to make alternate arrangements in case of the weekly off. No short leave or meal relief will be permitted to the Laboratory staff deployed unless the bidder provided suitable substitute without any extra payment. The bidder has to keep sufficient number of leave reserves.
3. In the event of any breach/violation or contravention of any terms and conditions by the Laboratory, the said performance security shall be forfeited.
4. The Department reserves the right to cancel/reject in full or part of the tender when tenderer does not fulfil the conditions stipulated in the documents.
5. Tenderer submitting a tender will accept all the terms and conditions of the tender.
6. Any act on the part of the tenderer to influence anybody in the institute is liable for rejection of his tender.
7. The agency will have to arrange the Laboratory Investigation Services as per the Requirement of hospital authorities.
8. The Laboratory shall provide a non-judicial stamp paper of Rs. 1000/- for preparing a Contract agreement and an undertaking as per the enclosed Performa.
9. The tender will have to comply with all relevant rules/Acts including the provision of the Minimum Wages Act, 1948, the Contract Labour (R & A) Act, 1970 and other legal and Statutory requirements, wherever applicable.
10. Every worker/Staff appointed by the bidder for collection of samples shall wear the Prescribed uniform. The Agency will issue identity Card and a badge bearing his/her name and designation to the worker, which the worker should wear while on duty. The said Uniform, identity Card and badge shall be provided by the contractor at his own cost. The colour of uniform will be decided by hospital authorities and will be intimated to the Bidder at the time of assignment of order.
11. That the agency staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission.
12. The agency will not change any deputed worker during the contract without written Information of the Hospital Authority.
13. That the agency staff shall work under overall supervision and direction of the MS/Hospital's Administration.
14. That the agency shall also be responsible to provide all the benefits viz. P.F., ESI, Bonus

Gratuity, Leave etc., to eligible staff engaged by the Laboratory as per relevant rules.

15. That the agency will depute only those persons whose antecedents has been verified by the agency and Police.
16. The Hospital Authorities shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his duties.
17. The agency staff shall carry out such other duties in the event of fire or any other natural calamities.
18. The agency shall not engage any Sub-contractor or transfer the contract to any other person in any manner.
19. Performance Evaluation:-
 - (a) The Quality assurance of the Laboratory Investigation Services should be ensured regularly as per requirements of RCI.
 - (b) The staff deployed for collection of samples & transportation will work under the supervision of the Hospital Authority as per requirement.
 - (c) Appropriate records of all Investigations carried out shall be maintained by the bidder at his own cost and will be handed over to the institute at the end of every month.
20. Bidder will be fully responsible for any damage to the staff engaged by the bidder during duty hours, transportation of sample, reports or due to hazardous duty of the samples collection, transportation etc.
21. Bidder will deploy sufficient trained (BASLP & MASLP) staffs and will provide the relevant equipment.

The bidder will also provide stationary for carrying out these tests.

SCOPE OF WORK –

- 1. Space (approx.):**- 800-900sqft. 2-3 room. Even 1 hall is ok
- 2. Timing:**- 9 AM to 6 PM. Monday to Saturday
- 3. MOU Duration:**- 3 years minimum. Renewable for 2 years
- 4. Services:-**
 - 1) Free Field Audiometry (FFA),
 - 2) Puretone Audiometer
 - 3) Speech Audiometry
 - 4) Impedance Audiometry (IA),
 - 5) Oto acoustic emission (OAE),
 - 6) Brainstem Evoked Response Audiometry (BERA) and
 - 7) Auditory steady state response (ASSR).
 - 8) Equipment for Intra operative telemetry and Mapping
 - 9) CEP
 - 10) Social test such as ABLB, TDT, STAT, SISI
 - 11) Auditory verbal therapy for Cochlear Implant patient
 - 12) Voice therapy
 - 13) Speech therapy for all kind of speech language and communication disorder
- 5. Manpower to start with:** - 6 no.
Number of Audiologist 2 (1 MASLP & 1 BASLP)

Number of Speech Pathologist 2
Receptionist + finance 1
House keeping 1

6. Equipment:-

- I Audiometer
- II Tympanometer
- III Freefield
- IV BERA & ASSR
- V OAE
- VI CEP

7. Specialists & doctors of AIIMS Patna role: - To provide doctors for administrative supervision and control of diagnostics reporting's

Penalty clause

The agency shall be bound to observe all the instructions issued by the institute concerning general discipline and behaviour. In case any person employed by the bidder is inefficient, quarrelsome, infirm, and invalid or indulges in unlawful activities or the like, the bidder shall replace such person with a suitable substitute at the request of the department in light of the provisions referred above. In addition to above, penalties as detailed below can also be imposed on the bidder by the hospital authorities and will be recovered from the monthly bill of the contract period.

1. For misbehaving with patients, officers, staff of institute – Rs.5000/per default.
2. For non-wearing of proper uniform, badge, ID card: Rs. 1000/per default.
3. For causing nuisance/damage to the hospital properties etc.-Three times the market value Of such property or Rs. 5000/ whichever is higher.
4. False report or deviation of report beyond acceptable limit as per standard practices- Rs.25,000/ on first instance and termination of contract subsequently and performance security will be forfeited.

Agreement:

Successful bidder shall submit Rs.1000/ non-judicial stamp paper for preparing a contract Agreement.

Date:

(Signature of bidder)\

Place:

Name:

Address:

Tel. No:

ANNEXURE-III

FORMAT OF UNDERTAKING FOR LABORATORY INVESTIGATIVE SERVICES

(To be submitted on stamp paper of Rs. 100/-)

To
The Medical Superintendent
AIIMS.....
.....

1. I, the undersigned, certify that i have gone through all the terms and conditions mentioned In the tender documents and undertake to comply with them.
2. The rates quoted by me/us are valid and binding on me/us for acceptance for the entire period of contract.
3. I, the undersigned hereby bind myself to the Director, AIIMS,..... for outsourcing of OPD Laboratory investigative services at AIIMS,..... during the period of contract.
4. Performance Security Money deposited by me/us viz,..... pledge in favour of DIRECTOR, AIIMS,..... shall remain in custody of the Medical Superintendent, AIIMS, and should remain valid for a period of 60 days beyond the date of completion of all contract obligations.
5. I, will be wholly responsible for outsourcing of Laboratory Investigative Services of OPD & IPD patients, (except patients who are BPL card holders, EHS beneficiaries and tests for the student's academic purpose) at AIIMS, and will be ensure deployment of adequate persons to provide efficient service.
6. There is no case/litigation pending against our firm by any Govt. Agency regarding any services as on today. Further the Laboratory has not been blacklisted by any Government agency/department. I/We also herby certify that my/our Laboratory has not been blacklisted in the past by any Govt./Pvt. Institution.
7. I shall abide by Minimum Wages Act, Contract Labour Act, PF, ESI, Bonus, and Gratuity as applicable from time to time of the workers employed for said services.
8. I shall be responsible for health and injury caused to the staff while on duty and also for the Behaviour and conduct of the staff while on duty in the hospital.
9. I shall abide all the rules under Biomedical Waste Management Rules as per State Pollution Control Board/committee.
10. Any damage to hospital property, if any, due to lapse on my part/my staff shall be recovered from me.
11. Should any lapse occur on my part or on my staff while discharging the services the Hospital authorities may cancel my contract and award the work to another agency and Costs difference may be recovered from me and can forfeit performance security.
12. In the event of my breach/violation of terms and conditions, the Competent Authority is at Liberty to terminate my contract and forfeit the performance security money deposited by Me.
13. That the firm has not been blacklisted/debarred from participating in tender by any Institution (Govt./Public).
14. The decision of Medical Superintendent will be binding upon me.15. The conditions herein contained shall from part of and shall be taken as included in the agreement itself.

(SIGNATURE OF THE TENDERER WITH SEAL OF THE AGENCY)