



IIMU
भारतीय प्रबंध संस्थान उदयपुर
Indian Institute of Management Udaipur

INDIAN INSTITUTE OF MANAGEMENT UDAIPUR
(An Autonomous Institute under the Ministry of Education, Govt. of India)

E-TENDER DOCUMENT

FOR PROVIDING MEDICAL SERVICES TO THE EMPLOYEES, THEIR DEPENDENTS, AND STUDENTS OF IIM UDAIPUR BY RUNNING THE HEALTH CENTRE AT CAMPUSITUATED IN INDIAN INSTITUTE OF MANAGEMENT, UDAIPUR - 313001 (RAJASTHAN)



IIMU/Tender/Medical Services/2023

Dated: 03 Feb 2023

TABLE OF CONTENTS

S NO	ITEMS	PAGE NO
1	Notice Inviting Tender (NIT)	03
2	Appendix to NIT: Tender Information Summary (TIS)	05
	Part-I: Technical Bid (S. No. 03 to 11)	
3	Section - I : Scope of Work	07
4	Section -II : Organisation Details	11
5	Section -III : Eligibility certificate	13
6	Section -IV : General Terms and Conditions of the contract	17
7	Section - V : Other Terms and Conditions of the contract	33
8	Annex-I: Tender acceptance letter	36
9	Annex-II: Performa of Performance Bank Guarantee	37
10	Annex-III: Pre bid conference	39
11	Annex-IV: Instructions for online bid submission	40
13	Part-II: Financial Bid	

NOTICE INVITING TENDER (NIT)
FOR PROVIDING MEDICAL SERVICES AT IIM UDAIPUR

1. Indian Institute of Management Udaipur (hereinafter referred to as "IIMU") is an Autonomous Institute under the Ministry of Education, Government of India. IIM Udaipur is recognized as the premier management institution in the country. IIM Udaipur started its operations from the year 2011 and operates from its permanent campus located at Balicha, Udaipur, Rajasthan with a present strength of approximately 1000+ students, faculty, and staff on the campus with a projected increase of 10% to 15% per year.
2. For providing medical services to its employees & their dependents and students of IIMU, the Institute has planned to outsource medical services in all respect to eligible hospitals. The selected Hospital has to run and manage *Health Centre* situated at the IIMU campus at Udaipur, Rajasthan, where primary Medical Services can be rendered.
3. For the management of the health center situated at IIMU campus, the selected organization has to look after the complete operational & management including (providing, equipping, manning, running and managing) of Medical & Paramedical Services at its Health Centre (hereinafter called as HC), including:
 - (a) Medical consultancy services,
 - (b) Services in the areas of reception, support office, dressing, physiotherapy, pathology, disposal of medical wastes, and other services related to patients and wards.
4. The Institute is looking for interested organizations having adequate experience in the said services in related areas/fields backed by sufficient bench strength of competent personnel.
5. The IIMU invites **Online Tenders** from reputed medical service providers/ Hospitals (hereinafter referred to as "Organisation" or "Bidder") for the above-mentioned Medical & Paramedical Services at IIM Udaipur and complete management of the Institute's HC situated at IIMU campus, Udaipur, Rajasthan. **ONLY ONLINE BIDS SHALL BE ENTERTAINED.** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid
6. **Bidders must read the complete 'Tender Documents':** This NIT is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. The Bidders must go through the complete Tender Document for details before submission of their Bids.
7. **'The Bidders shall sign and stamp each page of this tender document as a token of having read, understood, and comply with the tender, the terms and conditions contained herein. Only online bids/tenders will be accepted. Incomplete bids/documents shall be rejected without giving any reason.**
8. **Availability of the Tender Document** -This tender document containing eligibility criteria, scope of work, terms, and conditions, specifications and other documents, can be downloaded at/from the Central Public Procurement (CPP) Portal

<https://eprocure.gov.in/cppp/> or Indian Institute of Management Udaipur website: www.iimu.ac.in .

9. **Clarifications** – A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended.

10. **Pre-bid Conference:** - The Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned in the TIS. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained. **The procuring entity reserves the right to have multiple pre bid meetings.**

11. **Submission of Bids, EMD and Tender document fee:** - Bids shall be submitted through online mode under the e-procurement system. No manual Bids shall be made available or accepted for submission. The bidders have to apply online through E-Procurement portal <https://eprocure.gov.in/cppp/> only. The original EMD and tender fee is to be submitted in a sealed envelope to be superscribed this tender name & the name of their organisation and must reach the below address before the last date & time for submission of bid.

***The Chief of Administration
IIM Udaipur,
Balicha, Udaipur-313001,
Rajasthan***

12. **Note** – Bidders/ Organisations/ Hospitals that are eligible for exemption from the tender document fee and EMD have to submit the copy of documents in support of this exemption to the tender inviting authority before the last date and time of submission of bid.

13. **Bid Opening-** Bids received shall be opened online at *the specified date and time given in TIS*. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

14. **Disclaimers and Rights of Procuring Entity**

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- (a) reject any or all of the Bids, or
- (b) cancel the tender process; or
- (c) abandon the procurement of the Services; or
- (d) issue another tender for identical or similar Services

Note: For further details, please refer to the appended TIS and the complete Tender Document.

Chief of Administration

APPENDIX TO NIT: TENDER INFORMATION SUMMARY

TENDER INFORMATION SUMMARY (TIS)			
1.0 Basic Tender Details			
Tender Title	Providing Medical Services to the Employees, their dependents, and Students of IIM Udaipur		
Tender Reference Number	IIMU/Tender/Medical Services/2023		
Estimated cost of tender	4000000.00 (Rupees Forty lakh only)		
Tender Type	Open		
Tender Category	Services	No. of Covers	Two
Tender Inviting Authority (TIA)	IIM Udaipur	Address	IIM Udaipur Balicha Udaipur 313001
2.0 Critical Dates			
Published Date	07 Feb 23	Bid Validity (Days from the date of Tender Opening)	180 days
Document Download Start Date & Time	07 Feb 23 at 1800 hrs	Document Download End Date & Time	27 Feb 23 by 1800 hrs
Clarification Start Date & Time	07 Feb 23 at 1800 hrs	Clarification End Date & Time (including any pre bid queries)	16 Feb 23 by 1800 hrs
bid Submission Start Date & Time	07 Feb 23 at 1800 hrs	bid Submission Closing Date & Time	28 Feb 23 by 1800 hrs
Tender Opening Date & Time	01 Mar 23 at 1800 hrs	Tender Opening (Financial bid) Date & Time	Will be intimated later.
3.0 Obtaining the Tender Document and clarifications.			
eProcurement Portal and helpdesk for Document availability and submission	https://eprocure.gov.in/eprocure/app www.iimu.ac.in		
Cost of Tender Document (INR)	1500.00 (Rupees one thousand five hundred only)		
Office/ Contact Person/ email for clarifications	Phone – 02942477254 Email - procurement@iimu.ac.in		
4.0 Pre-bid Conference			

Place, time, and date of the Pre-bid Conference	IIM Udaipur on 17 Feb 23 at 1100 hrs
Place, time, and date before which Written queries for the Pre-bid conference must be received	IIM Udaipur by 1800 hrs on 16 Feb 23 Queries may be shared to the following email - <u>procurement@iimu.ac.in</u>
Place, time, and date before which registration of participants for the Pre-bid conference must be received.	IIM Udaipur by 1800 hrs on 16 Feb 23 The nomination may be shared to the following email - <u>procurement@iimu.ac.in</u>
5.0 Submission and Opening of Bids	
Submission of Bids	The bid shall be submitted online on CPP Portal
Instructions for Online bid Submission	As per the annexure attached to the tender documents
Tender Opening Place	On e-procurement portal
6.0 Documents relating to Bid Security and Performance Security	
Performance Security	3% of the contract value
EMD	EMD Rs. 80000.00 (Rupees eighty thousand only)

SECTION - I

PART-I: TECHNICAL BID

SCOPE OF WORK

Name of the work - The bidder shall provide medical services to the Employees, their dependents and students of IIM Udaipur by running the Health Centre (HC) situated at IIMU campus Udaipur.

In particular, the following shall be maintained:

- a. The Health Centre shall be equipped with at least 3 in-patient beds operated 24 hours all day which will be arranged by IIM UDAIPUR.
- b. The medical professionals associated with HC shall perform their jobs assigned by the Medical -In-Charge of the HC.

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

1. OUTPATIENTS (OP) SERVICES:

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

- a. OP services shall operate 24 hours each day all through the year.
- b. The Health Centre must be manned by competent Medical Officer/s, supported by competent Nursing Staff Members and paramedical staff.
- c. **The Service Provider shall arrange expert consultancies (such as allergist, cardiologist, chiropractor, dentist, dermatologist, gynecologist, naturopath, neurologist, occupational therapist, ophthalmologist, physical therapist Pediatrics, Obstetrics, Orthopedics, Medicine, etc.) and in other areas as per requirement of the Institute at no additional cost.**
- d. The Service Provider shall give Emergency Care to persons as the need arises. Towards this end, competent Medical Officers and Paramedics shall be available 24 hours all days through the year.
- e. The Medical Officers and Paramedics shall record the observations, diagnosis and prescriptions in the Medical Booklet of each Patient attended to; and

f. All equipment and skills required to provide emergency treatment (such as suturing, dressing, resuscitation and first aid) shall be available at HC; necessary consumables shall be available in stock in sufficient numbers and within the validity period.

2. IN PATIENTS (IP) SERVICES

The Service Provider will utilize Health Insurance Card for the IP Procedures invariably.

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

- a. Injections, inoculations, and medication shall be administered in a timely manner to IP patients or OP referred patients, as directed by the Medical Officers; and
- b. The Medical Officers shall complete all other assigned work and maintain proper medical record of the patients.
- c. The Health Centre must be manned by competent Medical Officer/s and supported by competent Nursing Staff Members.

3. DAY CARE (DC) SERVICES

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

- a. The Daycare services shall be operated 24x7 on all days.
- b. Injections, inoculations, and medication shall be administered in a timely manner to patients, as directed by the Medical Officers; and
- c. The Medical Officer shall complete all other assigned work and maintain a proper medical record of the patients.

4. OTHER RELATED SERVICES

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

- a. **Dressing Room Services:** The Service Provider shall depute one nurse along with support staff available 24 hours on all days round the year to attend to Patients needing dressing; perform work relating to dressing requirements; perform minor stitching, opening of stitches, auto-cleaning of dressing material; applying POP plasters; and ensure neatness and cleanliness of the Dressing unit as per medical norms. The said nurse shall work under guidance of the Medical Officers and discharge duties assigned to him/her to the satisfaction of the Medical Officers.

- b. **Sanitation Services:** The Service Provider shall dispose of (as per prevalent national laws and requirements) all biomedical, chemical and radiological waste generated within the Health Centre, including its segregation, transportation, storage, treatment and destruction as per the standard guidelines issued by the govt competent authority i.e Pollution department, Nagar Nigam etc. from time to time. Service Providers should be registered for biomedical waste.
- c. Only general cleaning of the Health Centre will be done by the Institute.
- d. The Service Provider shall arrange to maintain the premises and indoor rooms of the HC, wards, toilets, etc., in neat & clean, and hygienic conditions, as per the medical standards.

5. OFFICE SUPPORT SERVICES

The Service Provider shall depute competent supporting Staff Members as per the requirement of the IIM Udaipur, who can:

- a. facilitate the registration of patients of OPD, IPD and Emergency,
- b. assist and transfer injured and sick patients to referral hospitals,
- c. co-ordinate to get treatment in empaneled hospitals,
- d. support in ambulance services,
- e. handle medical booklets,
- f. distribute the medical reports and upkeep of records thereof, and
- g. Assist the Medical Officer, In-charge of HC, as and when required. Institute may assign any work to them related to the hospital as per need.

6. PERSONNEL

For all the various positions mentioned in the document, only such persons shall be deputed at the HC, who:

- a. Have integrity and possess the desire to serve the sick.
- b. Are competent (with adequate educational qualification and experience as per the requirements laid down in the relevant guidelines of medical profession for the said posts, and necessary skills duly certified by an authorized body). The Service Provider shall produce all such certificates to demonstrate the due competence of the persons to demonstrate their educational qualification, experience and skills; and
- c. Are cleared/approved by the Authorized Representative of the Institute, after duly verifying the prerequisites laid down for each post before the person is deployed at the HC.
- d. The persons so deployed shall carry out the assigned work diligently and honestly and shall report any problems they encounter in discharging their duties to the Medical Officer In-charge of the HC. In no case, they shall act suo-moto without the written consent of the Medical Officer In-Charge. They are expected to become conversant with the relevant rules and regulations of the Institute on matters related to the HC, within three months of their joining the duties at the HC. Also, they are expected to be computer savvy and

competent to handle all the apparatus and equipment available with the HC related to their tasks.

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

(i) Not argue with patients or superiors, and in no case, misbehave with patients or persons accompanying them.

(ii) Report to the Medical Officer In-charge of HC for necessary action, any incident of altercation with patients or persons accompanying them.

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

g. The Service Provider shall provide:

i. All persons deputed at the HC with sufficient numbers of uniforms.

ii. All equipment and tools required for performing the tasks at the HC.

h. The area of works includes (list is not exhaustive): -

1. Surgical
2. Endocrinology
3. Ophthalmology
4. ENT
5. Pediatric
6. Orthopedic
7. Cardiology
8. Nephrology
9. Neurology
10. ICU & NICU
11. Dermatology
12. Pulmonology / Chest Medicine
13. Gynecology & Obstetrics
14. Physiotherapy
15. Provide diagnostic tests to support the diagnosis.
16. Provide regular /special tertiary health check-ups.
17. Perform general/minor surgery.
18. Stabilize the patient (cardiac / injury) before shifting to specialty hospitals.
19. Ensure follow-up treatment through a tie-up with specialty hospitals.
20. Create a system for counseling for the students/residents' community.

SECTION – II

ORGANISATION DETAILS

I - Details of Bidder

SI No.	Particulars	Details
1	Name of Tendering Organisation	
2	Name of the Proprietor / Director / Partner	
3	Full Address of registered office with pin code, Telephone Number	
4	E-mail ID of the organisation	
5	Website of the organisation, if any	
6	Telephone No. (Office) of five top officials with name, designation, and E-mail ID	
7	Name and designation of authorized person with telephone/mobile number. (Authorization letter to be enclosed)	
8	Complete client List of past 3 years. If any	

II – Registration & Other Statutory requirement details:

The Bidder should possess the following statutory requirements:

<u>S.No.</u>	<u>Particulars</u>	<u>Number / Other Details</u>	<u>Page No. of Supporting Documents Enclosed</u>
1.	Name of the organisation (Individual/HUF/PVT Ltd/Ltd Company etc.) and Month and year of establishment. (Attach self-attested copy)		

3	Total number of employees employed on the payroll of the organization for the last three months as on tender submission date		
4	Permanent Account Number (attach self-attested copy)		
5	GST Registration No. (attach self-attested copy)		
6	EPFO Registration No. (attach self-attested copy)		
7	ESIC Registration No. (attach self-attested copy)		
8	Labour License No., if any (attach self-attested copy)		
9	Any other registration which is mandatory for such Organisations stipulated by the concerned public authorities (attach self-attested copy)		
10	ISO or equivalent certified organisation, if any(attach self-attested copy)		
11	Scanned copy of the Hospital's / Organisation 's Registration Certificate from the appropriate authority.		
12	The Bidder should have a valid pharmaceutical Licence related to selling of medicine and drugs.		

The bidder should possess all mandatory statutory requirements as mentioned above in (Organisation Details).

Certified that all above information is correct to the best of my/our information, knowledge, and belief. All the attached relevant documents are duly signed, sealed, and serially numbered.

Place :

Date :

(Signature of the Bidder with seal)

SECTION - III

ELIGIBILITY CRITERIA

Only those Bidders which meet the following minimum criteria will be considered for opening of financial bid. Supporting documents/annexures should be attached with this and must be serially numbered. An Index must be made for this to facilitate quick reference to the relevant page number.

1. The Bidder shall submit the original EMD and tender fee in a sealed envelope super scribing this tender name & the name of the organisation and must reach at IIMU before the last date & time for submission of Bid. Photocopies of the same EMD and tender fee should be enclosed to support this along with the format given below.

S No.	Type of Fee	Details	Page number of the attached Copy
1	Tender Fee	DD No. _____ of Rs. 1500/- (Rupees One Thousand five hundred only) of Dated _____ drawn on Bank _____ Branch _____	
2	EMD	DD No. _____ of Rs. 80000.00 (Eighty Thousand only) of Dated _____ drawn on Bank _____ Branch _____	

DD will be made in favour of "Indian Institute of Management Udaipur" payable at Udaipur.

2. Scanned copy of the Hospital's / Organisation's Registration Certificate from the appropriate authority.

S No.	Licence No.	Validity	Page number of the attached Copy

3. The Bidder should have a valid pharmaceutical Licence related to selling of medicine and drugs as per the details given below:-

S No.	Licence No.	Validity	Page number of the attached Copy

4. The Bidder should have valid Indian Permanent Account (PAN) and GST number as per the detail given below:-

S No	Type	Number	Page number of the attached self-attested Copy
1.	PAN		
2.	GST		

5. The bidder must have at least three years of experience in providing medical services in the field of multiple specialties as on 31 Dec 2022. Supporting documents should be attached and must be serially numbered.

Years	Private Sector /Govt Body /PSU/ Education institute	Description/ nature of multi-specialty work	No. of persons deployed by the organization/ hospital	Page no of the attached copy
2020				
2021				
2022				

6. The bidder should have a minimum of 100 indoor bed capacity including ICCU/NICU/ITCU. A self-undertaking to this effect on organisation's letterhead should be attached.

7. The bidder should have their registered hospital in Udaipur city, Rajasthan. A self-undertaking along with registration details to this effect on organization's letterhead should be attached.

8. **Turnover during the past three financial years ended on 31.03.2022 (should not be less than Rs. 40 lakh (Rupees forty lakh only) in each financial year from similar services related work.** The documentary evidence duly certified by CA, indicating yearly total turnover and turnover from similar services related work, should be attached in the following format.

Financial Year	Total Turnover in Rupees (in words and figures)	Turnover from similar services on one site in Rupees (in words and figures)
FY 2019-20		
FY 2020-21		
FY 2021-22		

9. The bidder shall have the below-mentioned facilities mandatorily. The Bid is liable to be rejected if the facilities are not available with the bidder. Please attach supporting documents.

S No.	Facility	Availability	
		Yes	No
1	Availability of medical specialties		
2	Availability of OPD & IPD facility		
3	Availability of resources (Doctors, Pharmacy, Pathology and diagnostic tools machineries etc.):		
4	Existence of Supervision methodology by specialist doctors		
5	Proposed Backup plan in case of emergency		

10. There should be no case pending with the police against the Bidder/ Proprietor/Hospital/ Partner/Director or the Hospital/ organisation and should not be blacklisted by any Govt organisation. A self-undertaking to this effect on organisation 's letterhead should be attached in the below mentioned format.

To,

The Chief of Administration,
Indian Institute of Management. UDAIPUR,Udaipur – 313001.

Respected Sir,

Tender No. IIMU/Tender/Medical Services/2023 for "Providing Medical Services at IIM UDAIPUR, Udaipur."

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

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

Yours faithfully,
(Signature of the Bidder, with Official Seal)

11. The bidder should possess all mandatory statutory requirements mentioned in Section - II (Organisation Details) in this tender document.

12. No price should be specified in the technical bid, including such information will entail rejection of the bid.

13. All third-party certificates should be duly signed and stamped by the bidding organisation.

Certified that all above information is correct to the best of my/our information, knowledge, and belief. All the attached relevant documents are duly signed, sealed, and serially numbered.

Place :

Date :

(Signature of the bidder with seal)

SECTION - IV

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

- 1. Preparation and submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. For submission of bids, all interested bidders have to register online on the e-procurement portal. After registration, bidders shall submit their Technical Bid and Financial Bid documents online on <https://eprocure.gov.in/cppp/> duly signed and sealed on each page of the Tender. For details, kindly see the annexure of this tender: Instructions for Online Bid Submission.
- 2. Period of Contract:** The contract period will be valid initially for one year. The contract may be extended subject to satisfactory performance at the sole discretion of IIMU for a further period of up to two or more years. In case the performance of the bidder is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the tender, then the entire or any part of the contract may be terminated by IIMU even before the scheduled time by giving advance notice of one month to this effect. In the event of premature termination of contract for reasons mentioned herein above, the Performance Bank Guarantee shall be absolutely forfeited.
- 3. Exit Clause:** Notwithstanding anything contained in any other clause of this tender, the contract can be terminated by IIMU by giving one-month notice without giving any reason or by the bidder by giving three months' notice.
- 4. Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of ₹500/- (Rupees Five Hundred only). IIMU reserves the right to amend the terms & conditions of the contract by mutual discussions and such amendments shall be in writing. The amended terms and conditions will form part of the agreement.
- 5. Tender Fee:** The Bidder shall deposit Non-refundable Tender fee of Rs. 1500/- (Rupees One Thousand Five Hundred only) through Demand Draft drawn in favour of "The Director, Indian Institute of Management Udaipur" payable at Udaipur.
- 6. Earnest Money Deposit (EMD):** The Bidder shall deposit Earnest Money of as mentioned in the Tender Information Summary (TIS) through Demand Draft drawn in favour of "The Director, Indian Institute of Management Udaipur" payable at Udaipur. The Earnest Money Deposit will be refunded to the Bidders whose offers have not been accepted. Earnest Money Deposit of the Bidder whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.
- 7. Performance security or Performance Bank Guarantee:** The successful Bidder will have to deposit a Bank Guarantee of 3% of annual amount in favour of "**Indian Institute of Management Udaipur**" payable at Udaipur drawn on any scheduled Bank before signing of the contract. Performance security may be furnished in the form of Insurance Surety Bond,

account payee demand draft, fixed deposit receipt from a scheduled commercial bank in India. The Bank Guaranty / Performance bank guarantee should be valid up to 6 months after the date of expiry of the contract. In case the Bidder fails to deposit the requisite performance guarantee the EMD furnished by the Bidder shall be forfeited without any further notice to the Bidder.

8. The Institute will not provide any residential space for accommodation to the bidder. The bidder has to make its own arrangement for the residential accommodation to the deployed staff at the outside of the campus.

9. The bidder and its personnel shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance, Cleanliness, Discipline & courteous behaviour at and around the work site, Safety Precautions and regulations.

10. **Misconduct:** The conduct/characters/antecedents and proper bonafide of the personnel deputed by the bidder shall be the sole responsibility of the Bidder . However, the Bidder should provide the necessary details of all its personnel to the Institute. All the personnel deputed by Bidder should have police verified. The copy of the police verification shall be submitted to the IIM Udaipur.

11. The personnel deputed by the Bidder at the Institute are purely under outsourcing.

12. Under no circumstances, the Institute shall not have any liability in respect of matters connected with the employment of personnel deputed by the Bidder. The personnel deputed by the Bidder shall have no right whatsoever to claim employment or other rights from the Institute.

13. None of the personnel of the Bidder shall enter into/practice/engage in any kind of private work within the campus and outside of the campus of the Institute. Non-compliance with this condition will be deemed to violate the terms/conditions of the contract by inviting penalty/cancellation of the contract.

14. The personnel employed by the Bidder will not form any union.

15. The Bidder shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Institute / Govt. of India / any State or any Union Territory.

16. The Bidder shall maintain a record of major/minor incidents on a daily basis and report the same to the Institute's administration. The Bidder shall also be responsible to lodge complaints with police authorities in instances such as theft, indiscipline, disobedience or any unauthorized activities/criminal activities with the prior permission of IIMU and take follow-up action for recovery of lost material/equipment.

17. The Bidder will have to submit and update the details of all personnel deputed by the Bidder at the Institute mandatorily along with a copy of their photographs, residential address, police verification certificate, driving license etc as required by IIMU.

18. **Bid Validity:** The quoted rates must be valid for a period for 180 (one hundred and eighty only) days from the date of closing of the tender. The overall offer for the assignment

and Bidder (s) quoted price shall remain unchanged during the period of validity. If the Bidder quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

19. In case the Bidder withdraws, modifies, or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The Bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

20. In exceptional circumstances, the IIMU may request the Bidder 's consent for an extension of the period of bid validity. The bidder shall however be at liberty to refuse the request without risking forfeiture of his earnest money. The Bidder agreeing to extend the validity of bid will not be allowed to modify his bid.

21. Anyone or more of the following actions / commissions / omissions are liable to cause summary rejection of tender:

- Any BID/EMD received late without conclusive proof that it was delivered before the specified closing time.
- Any conditional bid or bid offering rebate.
- Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Documents.
- Any effort by the Bidder to influence the IIMU in the bid evaluation, bid comparison or contract award decision.
- Conditional bids shall not be accepted. Multiple bids shall not be accepted from the same Bidder/ Organisation / Hospital having the same registration/ PAN details.

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

23. Inspection Authorities: The Chief of Administration, IIM Udaipur, 313001, Rajasthan (or the person nominated by the competent authority)

24. NO ALTERATION / RECTIFICATION / CLARIFICATION WILL BE ENTERTAINED POST BID SUBMISSION.

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

25. Rates and Taxes:

The rates/amounts for all the services should be inclusive of all statutory obligations such as income tax, professional taxes, Employee Provident Fund (EPF, ESIC) etc. The Institute is not liable to pay any other charges/ taxes not mentioned in the tender except relevant GST. TDS (Income tax) & TDS (GST) will be deducted at source and will be deposited with the appropriate authorities. GST will be paid to the bidder at the applicable rate by the Institute and it will be the responsibility of the bidder to deposit the same with the concerned authorities within stipulated time and proof of which is to be submitted to the Institute within one month from the date of release of such tax by the Institute or raising of the next bill

whichever is earlier.

26. Statutory Compliances:

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

The Bidder/Contractor shall produce the same on demand to the Institute's authority or any other authority under law. In case the Bidder/Contractor fails to comply with any statutory obligation under central govt, state govt and local authority, and as a result thereof the Institute is put to any loss or obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the bills or the security deposit of the Bidder/Contractor, to the extent of the loss or obligation in monetary terms.

It shall be the responsibility of the Bidder to satisfy Labour Laws and other laws (as applicable) in force in India.

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

28. Negotiation - Any attempt to negotiate directly or indirectly with the authority to accept the tender or to influence the acceptance of the tender by any means will render the tender liable to exclusion from consideration.

29. "NO DUES" Certificate: Any tenderer/bidder that currently has or in past had any financial dealings with the Institute shall submit a "NO DUES" certificate from the Institute before award of contract.

30. Modification in Agreement:

a) IIM UDAIPUR reserves the right to modify/ add any clause to the agreement during the period of the contract, for any essential matter, on mutually agreed terms.

b) In case of breach of any of the terms of Agreement, the security deposit of the Contractor will be liable to be forfeited by the Institute. In addition, the Contract/ Agreement will also be liable to be terminated. Any sum of money due or payable to the Institute including the security deposit refundable to him under the contract can be appropriated by

the Institute against any amount which the Contractor may owe to the Indian Institute of Management UDAIPUR.

31. Responsibility for executing the Contract: The bidder shall be responsible in all respects for the services & is bound to abide by the terms and conditions as specified in the tender document.

32. Subletting of Contract: The successful bidders shall not sublet/ transfer the contract. Any subletting will result in the immediate termination of the contract and the security deposit is liable to be forfeited. However, if the requirement arises the prior approval will be required for subletting the contract or part of the contract.

33. Interpretation of Contract Documents:

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

34. Damage to Property :

a) The tenderer/bidder shall be fully responsible for making good or making necessary payment for any loss or damage caused to any structures, properties etc. belonging to the Institute if such loss or damage is due to the faults and or negligence or willful commissions of the bidder, his/her employees, organisation representatives or sub-bidders, as per investigation report of the Institute and whose assessment shall be final and binding on the bidder.

b) Tenderer/Bidder shall ensure that trees, flowers, plants and grassy lawns are not damaged by the staff deployed/employed.

35. Deployment:

35.1 Tentative number of manpower to be deployed is mentioned in below table :

	Job Description	Number of Persons required per shifts	Minimum Qualification and Experience
	Doctor	Monday to Saturday: 4:00 PM to 8:00 PM Sunday: 10:00 AM to 5:00 PM	MBBS degree +5 years' experience in the respective field after attaining the MBBS degree
	Nursing Staff	01 in each shift(3 shifts) for 24*7	Diploma in Nursing + 5 years' experience in respective field OR B.Sc. (Nursing) degree + 3 years' experience in respective field
	Supporting Staff/ ward boy	01 in each shift(3 shifts) for 24*7	Matriculation + 1 years' experience in respective field

35.2 Documents of all the staff to be shown to IIMU authority before deploying them to the HC.

35.3 The bidder/tenderer shall be responsible for recruitment and deployment of doctors and paramedical staff for complete management (providing, equipping, manning, running and managing) medical & paramedical services and the doctors/paramedical staff so recruited and deployed by him shall be under his direct control/supervision. The bidder/contractor shall exercise total superintendence, control and supervision over the staff and their work.

35.4 There will be 3 shifts in a day (Morning: 8:00 AM to 2:00 PM, Noon: 2:00 PM to 8:00 PM and Evening: 8:00 PM to next day 8:00 AM) and in each shift there will be one nursing staff and among one of the shifts, there will be a female staff. Female staff will not work in the night shift. (i.e from 08 PM to next morning 8 AM)

35.5 Nursing staff shall be properly trained and shall be able to handle emergencies & critical Patients 24*7. The nursing work is completely contingent and has to be done during an emergency. At this stage, we cannot keep the healthcare center vacant. At least one staff member should be available at all times especially on relieving time of the other staff.

- 35.6 Attendance records to be maintained by the service provider and also to adhere any related policies of the Institute
- 35.7 In case leave is taken, an appropriate replacement shall be provided by the service provider. The duty person will not leave the duty place before his reliver comes. When the reliver comes the duty person will hand over the duty to the reliever properly.
- 35.8 The Service provider shall provide nursing staff having desired competency to attend patients and all types of emergencies properly. The Service provider shall be responsible for providing relievers or replacement for the appointed nursing staff as and when required with prior intimation only.
- 35.9 The nursing staff (deputed at the site or sent as relievers) should have a Graduate degree in Nursing obtained from a recognized Institution or Post graduate degree in Nursing and to be certified to perform CPR, ACLS (advanced cardiac life- saving techniques) and any critical emergency response.
- 35.10 Nursing staff should have a minimum experience of 5 years of service in reputed and recognized Hospitals / Projects/ Nursing Homes / Bidder's healthcare contract service up to the expected standard. They shall be medically fit for duty and shall undergo pre-placement and periodical medical check-up as per IIMU Policy any expenses incurred to be borne by the service provider.
- 35.11 Only one dedicated phone number shall be provided to the nurse and that phone number shall be placed on the instruction board.
- 35.12 The bidder/tenderer shall not deploy any minor as/Paramedical staff/ laborers/workers.
- 35.13 That for all intents and purposes the contractor will be the "EMPLOYER" within the meaning of different labour legislations in respect of the doctors/staff for services so employed and deployed.
- 35.14 The employees appointed by the bidder for the above job shall have no rights to claim for absorption in the services of IIM Udaipur and shall also have no claim for continuation with the existing job if the bidder is replaced.
- 35.15 The bidder/contractor shall issue identity cards to all doctors, nursing staff and paramedical staff engaged for Medical Services engaged by the bidder/contractor for deployment in IIMUDAIPUR. The staff should not have any criminal or police cases and the bidder/contractor has to verify the same in writing and submit the same to the Institute's Authority. The bidder shall deploy only those whose antecedents have been verified by the police authorities.
- 35.16 The doctors, nursing staff and Paramedical staff for Medical Services deployed by the bidder/contractor should behave in a proper and courteous manner with all the members of the faculty, staff, and students and will be bound to observe all instructions issued by the Institute's Authority concerning general discipline and behavior.

35.17 In case, the doctors, nursing staff and paramedical staff for medical services deployed by the bidder/contractor commit any act of omission or commission constituting misconduct or indiscipline, the bidder/contractor will be liable and responsible to take disciplinary action against the staff, including suspension, dismissal from service etc. or remove from Institute's premises/campus.

35.18 The Service Provider will also ensure that the persons deployed are medically fit and will keep a record of their medical fitness.

Doctor:

35.19 The Doctors should have a minimum experience of 3 years of service in reputed and recognized Hospitals / Projects/ Nursing Homes / Bidder's healthcare contract service.

35.20 3 days male and 3 days female doctor shall be present.

35.21 Attendance records to be maintained by the service provider and also to adhere any related policies of the Institute.

35.22 Appropriate replacement to be provided in case of absence.

35.23 Once in two weeks a specialized doctor shall be made available as per the requirement of the Institute. Specialists such as allergist, cardiologist, chiropractor, dentist, dermatologist, gynecologist, naturopath, neurologist, occupational therapist, ophthalmologist, physical therapist etc.,

AMBULANCE WITH DRIVER:

35.24 Ambulance shall be made available 24*7 with advanced equipment. **The ambulance model should be FORCE TRAVELLER/ TATA WINGER.** The equipment list which should be available in the ambulance is listed below. The items shall be provided by the bidder at its own cost.

SNo.	Item	Qty
1	Multi para monitor	1
2	Ventilator with inbuilt Bipep Machine	1
3	Head Embulizer	1
4	Stretcher	1
5	Defib	1
6	Ambu bag	1
7	Tourniquet	1
8	Larryngoscope	1
9	Flowmeter with Cylinder	1
10	Suction Machine	1
11	Portable ECG Machine	1
12	Stethoscope	1

13	Infusion pump	1
14	Dressing tray with instrument	1
15	Urine port	1
16	Injection Tray	1
17	Bedpan	1
18	Driver 24*7	1

35.25 The Ambulance driver shall be available 24x7.

35.26 The ambulance driver should always be at the vehicle or within a reach of a maximum of 05 mins. Non-adherence to this policy would attract penalties and repeated absence shall lead to termination of the service.

35.27 Only one dedicated phone number shall be used by the drivers and that phone number shall be placed on the instruction board.

35.28 The ambulance driver will operate the ambulance only. He will not operate any other vehicle or do any other work at the IIMU campus. The driver shall have a valid licence to operate the ambulance vehicle. The documents of the ambulance should be complete in all respect. i.e. registration, licence etc.

35.29 The bidder shall provide the below-mentioned items at the Health Centre at its own cost. IIMU will pay only the uses charges.

Sl.No.	Item Name	Qty	Sl.No.	Item Name	Qty
1)	Examination Couch	1	25)	Urine Port	1
2)	Stretcher	1	26)	Suction Machine	1
3)	Patient Bed	2	27)	Pillow	3
4)	Dressing tray with instrument	1	28)	Table	2
5)	Foot step	3	29)	Pillow Cover	6
6)	Examination Light	1	30)	Chair	4
7)	Revolving Stool	1	31)	Bed Sheet	6
8)	X-ray view point	1	32)	Stethoscope	2
9)	Ambu Bag	1	33)	Kidney shape Tray	2
10)	Thermometer	2	34)	BP- Apparatus	1
11)	Pead Ambu Bag	1	35)	IV Stand	1
12)	Glucometer	1	36)	Nebulizer	1
13)	Laryngoscope Adult	1	37)	Side Locker	1
14)	Dustbin	4	38)	Pt. Monitor	1
15)	Laryngoscope Pead	1	39)	Injection Tray	1
16)	Torch	1	40)	ECG Machine	1
17)	Flow Meter with cylinder	2	41)	Dressing Trolley	1
18)	Bed Pan	1	42)	Defib	1
19)	Dressing Drum 9*11	1	43)	Wheel Chair	1
20)	Tourniquet	1	44)	Steps	1
21)	Crush Cart	1	45)	Weighing Machine	1
22)	Sticks	3	46)	Iron Almeria	1
23)	Folding Stretcher	1	47)	Bed Separator curtain/stand	1
24)	Wheel Stretcher	1			

35.30 The items mentioned below will be provided by the Institute at the HealthCentre.

Sl. No.	Item Name	Qty
1.	B.P Instrument	1
2.	Stool (Examination)	1
3.	Torch+Battery	1
4.	Examination Couch	1
5.	Steps	1
6.	Weighing Machine	1
7.	Iron Almira	1
8.	Bed Separator Curtain/Stand	1
9.	Wheelchairs	3
10.	Sticks	3
11.	Folding Stretcher	1
12.	Wheel Stretcher	1

36 The Service provider shall furnish to IIMU detailed management Reports on monthly basis or as and when requested, and shall:

- (a) Exchange views periodically with IIMU with regard to the progress of the activities.
- (b) Prepare a database of the patients visiting to the Health Centre for the treatment.
- (c) A Separate database of the students to be maintained electronically with the details of their visit to health center, issued medical certificate and admission to the hospital, if any.
- (d) IIMU administration is to be informed immediately on the hospitalization of any student, staff & faculty members.
- (e) Weekly medicine stock to be checked and replenished if any deficiency.
- (f) First aid kits to be checked weekly and replenishment of items if any deficiency.

37 Uniforms:

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

38 Facilities provided by IIMU:

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

1. The Institute shall provide two rooms and one washroom with basic amenities at the IIMU Health center. The basic amenities provided are the properties of IIM Udaipur and shall continue with IIMU.
2. It will be the responsibility of the Service provider to meet the transportation, food, clothing, medical and any other requirement for its deployed personnel for carrying out the Licence/contract work.

39. Gate Pass:

The Bidders have to obtain the GATE PASS for their staff for entry into the campus, which has to be surrendered on termination from work. Otherwise, final payments will not be released.

40. Accommodation: The Institute will not provide any accommodation to the doctors / nurses who are engaged in providing the Medical Services. The bidder has to arrange residential accommodations for their employees to be deployed in IIM Udaipur, Udaipur Campus.

41. Safety Measures:

- a) The bidder shall carry out all works in accordance with statutory requirements of Safety Regulations and other rules/Acts as applicable.
- b) The bidder or his/her representative must take immediate corrective measures whenever any unsafe conditions/practices are detected.
- c) The bidder or his/her representative shall report any accident to the appropriate Authority and also to the Institute Authority. The cause of all minor and or major accidents that occur in their job shall be reported and immediate remedial measures shall be taken to prevent recurrence of such accidents and also the responsibilities solely lie on the contractor/bidder.
- d) Use of matchbox, lighters & smoking or other such acts, which may cause fire/accident, are strictly prohibited.
- e) The Institute shall not be responsible for any injury to the staff for medical services and caused in the course of their performing the duties or for payment of any compensation.
- f) The bidder shall be responsible for the damage to every sort of the property of the institute due to negligence of the bidder and cost of all such damages will be recovered from the amount payable to the bidder.
- g) The bidder shall provide group insurance cover to its employees including medical and accidental insurance for those deployed at IIM Udaipur.

42. Penalty:

- a) If the bidder fails to perform the work as per specification of work and not keeping the place clean, IIMU shall impose a penalty which will be a maximum a sum of 10% the amount of the Invoice Value/Bill amount of the particular month or as per the order from the Institute's Competent Authority.
- b) Non-availability of any of the declared services shall lead to imposition of penalty as per the order from Competent Authority of the Institute.

NOTE: On the basis of complaint against the services provided by the bidder from the students/faculties/staff/dependents of faculty & staff penalty will be levied after investigation. For each established complaint of any students/faculties/staff/dependents of faculty & staff, a minimum sum of Rs. 5,000/- as a penalty or as instructed by the competent authority will be levied.

43. Failure and Termination: If the performance of the bidder is not satisfactory, the competent authority may take any action which is as follows:

- a) To cancel the contract
- b) To engage with another organisation

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

45. Force Majeure:

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

Force majeure shall mean and be limited to the following:

- a) War/Hostility
- b) Riot or Civil Commotion
- c) Earthquakes, fire tempest, lightning or other natural physical disaster.
- d) Restriction imposed by the GOVT. (Central or State) or other statutory bodies which may prevent or delay the execution of service.

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

46. Arbitration:

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

48. Recovery of Sum Due:

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

49. Payment:

a) Unless otherwise agreed the bidder shall have to submit the monthly bills to the Institute. The payment of the monthly bill will be released within 15 days positively from the date of submission of the complete bill in all respects to the competent authority of IIM UDAIPUR.

b) Bills shall be submitted monthly against the actual execution of work (as per Schedule of Rate) by the bidder/contractor. The bill shall be paid after satisfaction of the authority in respect to the services rendered by the bidder/tenderer.

c) The bidder shall have to submit the Monthly Bills to the Administration Section. However, releasing of the monthly bill will be made subject to satisfaction of services provided by the bidder for the respective/ designated areas. In this regard, the Institute may collect the feedback from the students/faculties/staff/internally.

- d) TDS at the prevailing rate on gross amount of the bill shall be deducted from the bidder's bill as per rule.
- e) GST shall be deducted as per rule (if applicable).
- f) The bidder/contractor will ensure to pay minimum wages (as per Minimum Wages Act and as per Govt. of India notification from time to time) to their employees at all times along with statutory obligations like Leave, Bonus, EPF & ESI etc. as mentioned in the tender document. A certificate/ self-declaration with regard to the payment made to doctors/paramedical staff engaged in work on each time has to be furnished by the contractor along with the monthly bill submitted in IIM UDAIPUR. While submitting the bill, the same have to be attached with the bill.
- g) The Bidder shall have to maintain the various registers for the deployment of doctors, nursing staff and paramedical staff, working hours, advance/ recovery, fine/ penalty, payment of wages, etc. which has to be duly signed by the Bidder and the officer-in-charge. On demand, the bidder shall have to produce before the competing authority of the Institute for official purposes.
- h) Medical bills or any cost incurred to be borne by the patient unless the competent authority of the Institute decides otherwise. The Institute shall not hold any responsibility in collecting any dues by the patients.

50. Termination of Contract:

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

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

incomplete in any respect and or the prescribed conditions are not fulfilled are liable to be rejected.

52. Legal Jurisdiction:

The bidder shall abide by all the rules, regulations, by-laws and statues etc. as exists in the Institute. Any matters of disputes arising out of contract agreement will be subject to jurisdiction of the Courts located at UDAIPUR, RAJASTHAN.

53. Documents Required: Documents to be maintained and submitted periodically:-

1. Pharmacy license to sell medicines/drugs at the IIM Udaipur campus
 2. Police verification report of all the deployed and any replaced staff
 3. Medical examination report of all the deployed and any replaced staff
 4. Workman compensation policy of non- ESIC member
 5. Attendance and wages sheet of all employees
 6. ESIC and PF document
 7. Bank transfer sheet of all employees
 8. ID copy of all the workers of each vendor, salary disbursement as per the labor law
- For verification purposes, the service provider will be required to submit the documents that could claim authenticity.

54. Taxes, Labour Laws, and other regulations:

54.1 The Bidder shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen/Driver including safety regulations.

54.2 The Bidder is liable for the payment of any and all existing taxes and liability of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.

54.3 The Bidder shall fully comply with all applicable laws, and regulations including the E.P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour (Regulation & Abolition)Act 1970, Workmen's Compensation Act, etc. Casual Labour (R & A) Act, Migrant Labour Act, Essential Commodities Act, and/or such other Acts or Laws, regulations passed by the central, states, Municipal and local governmental organisation or authority and any applicable law or act essential for service.

54.4 The Bidder shall be responsible for proper maintenance of all registers, records, and accounts as far as it relates to compliance with any statutory provisions/ obligations. The Bidder shall be responsible for making the records pertaining to the Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned and records shall be submitted along with the respective service bill. The bill will be cleared only on the submission of the said documents.

54.5 The Bidder shall be responsible and liable for all the claims of its employees.

54.6 The Bidder shall obtain the license under the Contract Labour (R&A) Act from the organisation of the Central Labour Commissioner and produce the same preferably along

with the first monthly bill. The first bill will be cleared only on the submission of the said license. The Bidder would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, deduction and fine register(Form A, Form B, Form C, Form D of labour act) ,First Aid Box, Display of Notice, display of extract of law etc. as required under CLR&A, 1970 for inspection by visiting Labour enforcement officers.

54.7 The Bidder shall obtain an adequate insurance policy in respect of its workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.

54.8 The Bidder shall indemnify and keep indemnified IIMU against all losses and claims for injuries and or damages to any person or property. The Bidder shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, GST, Income tax, Royalty, Excise duty, Octroi, Works contract etc. and shall keep the IIMU indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law/regulations or Bylaws. The Bidder shall not employ child labor. Payment to workers must be according to the Minimum Wages Act.

54.9 Monthly wage to personnel deputed by the Bidder shall be in accordance with the minimum wages act and be credited into the respective personnel's bank account, bank payment details to be submitted to the institute along with subsequent month's bill

54.10 All statutory-related payments shall be adhered to timelines as per the respective labour law.

54.11 The Bidder has to submit a self-attested copy of the following document along with the monthly invoice.

- a) Attendance register
- b) Wages/ Salary Register
- c) EPF challan, ECR, bank confirmation slip of epf deposit
- d) ESI ECR (monthly history), Bank confirmation slip for esi deposit
- e) Bank transfer to confirmation of wages/ Salary payment

54.12 The Bidder will not deduct any amount from the salary sheet without a concrete reason.

54.13 All the employees engaged by the Bidder to work in the premises of IIMU should have valid IP (esic No.) and PF member number (UAN) number.

54.14 Once a new employee joins, the details of the valid ESIC NO. and PF no. must be submitted to IIMU within 15 days.

SECTION - V

OTHER TERMS AND CONDITIONS OF THE CONTRACT

1. Coordination with departments: The bidder/tenderer will have to maintain close coordination and cooperation with different departments/centers/ sections of IIMU as well as with other agencies at the campus. No extra claim on this account shall be payable by the Institute.
2. Electronic medical health records should be provided to the institute to keep the record of the students for better treatment and follow-up to avoid misdiagnosis and to check the students' medicinal allergies.
3. The Institute shall have the discretion to instruct for the replacement of any staff without providing any reason or any notice period.
4. Proper instructions on noticeboards shall be placed at the location provided by the institute.
5. It shall be the responsibility of the Service Provider to provide photo-identity cards to the persons employed by them for carrying out the work. These identity cards are to be constantly displayed and renewed at the appropriate time and their loss is to be reported to the IIM Udaipur immediately.
6. The Service provider shall provide and deliver at IIMU premises all requisite medicines and medical supplies like dressing material, syringes and IV sets, first aid items and all types of medicines for general treatment including in case of emergencies. All the material provided shall be standard make and sufficient quantum. The services provider, if required, shall have to obtain the required licence to fulfill this condition within one month of the award of the contract.
7. A patient's logbook shall be maintained with proper signature of the authorized deputed person by the hospital.
8. Service provider shall support in providing/ provide medical certificates to staff, faculty or students for them to submit on their medical leave.
9. If required or in case of emergency Nursing staff/ Doctor shall visit house of faculty and staff.
10. The persons of the bidder shall not divulge or disclose to any persons any details of this office, operation process, technical know-how, security arrangements, medical history/cases or administrative/ organizational matters as all are confidential / secret in nature.

11. Service provider Staff deputed at IIMU site should not charge any fees nor receive any kind of remuneration for services provided at the site directly from the employees or IIMU beneficiaries.

12. Service provider shall facilitate inspection of all the goods, works and services including all records and documents relating thereto from time to time.

13. Service provider agrees to promptly inform, and to cause to promptly inform, IIMU of any condition which interferes or threatens to interfere with the progress of the activity, the accomplishment of the purpose of the performance of their obligations under this tender documents.

14. Service provider shall provide all medical facilities at its Udaipur hospital as and when required and referred by the IIMU Health Centre or medical staff deputed at the institute site including all types of medical, surgical and operation facilities, wards, and beds, medicines etc. Without taking much time and to provide immediate medical treatment to the patient shifted from Udaipur campus at the following terms:

- (i) Service: The service provider shall extend its both Out- patient & In-Patient medical facilities available at the hospital as per the prevailing tariff at the time of service rendered to all the employees of IIMU & their dependents.
- (ii) Identification: The employee & dependents coming from IIMU shall produce referral and IIMU ID Card to the front office/admission counter along with photo identification card.
- (iii) Discounts: The service provider shall offer 20% corporate discount on the following:
 - a. Investigates
 - b. Consultation
 - c. Profiles
 - d. Tests
 - e. OPD consultation
 - f. Registration

However, no discount shall be extended on packages already Incorporates an element of discount.

15. Discharge of patients: Service provider Shall ensure that the In-Patients are discharge from the hospital immediately on the recommendation of the concerned consultant, avoiding overstay & related expenses to the IIMU.

16. Medical Insurance: Service provider shall ensure their empanelment with the company providing medical insurance to IIMU employees and their dependents and also with ESI for cashless hospitalization and other benefits. Service provider shall appoint a person as a single point of contact for facilitating cashless admission and other insurance related issues and shall provide his contact details to IIMU.

17. Special consideration for discharge after cashless hospitalization: Service provider shall make assure that discharge of patients referred by IIMU who are admitted on cashless

basis are not unduly delayed due to final billing and authorization from Medclaim. Such patients should be discharged immediately after discussion with IIMU Medical officer. Remaining amount, If due after reconciliation of final billed amount with final authorization from Medclaim, shall be paid by the concerned patient within one week, failing which the same can be billed to IIMU with the monthly charges with proper supporting documents.

18. No Advance payment shall be made except funds required on admission of any patient in the Service provider campus at Udaipur based on ad-hoc requisition while the same shall be adjusted in the regular/final bill.

TENDER ACCEPTANCE LETTER
(On Bidder's Letterhead)

To,

The Chief of Administration,
IIM Udaipur
Balicha Udaipur - 313001.

Sir,

Tender No. IIMU/Tender/Medical Services/2023 for “Providing Medical Services at IIM Udaipur.”

1. I/we have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document as per your advertisement, given in the above-mentioned website(s).
2. I/we declare that all the provisions of this Tender are unconditionally acceptable to my organisation/ Hospital. I /we further certify that I'm an authorized signatory of my organisation/ Hospital and am, therefore, competent to make this declaration.
3. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms/ conditions/ clauses contained therein.
4. The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
5. I/we certify that all information furnished by the our organisation/ hospital is true and correct and if at any stage, it has been found that the Bidder has furnished any wrong declaration / forged documents, the Competent Authority of IIM UDAIPUR may terminate contract with immediate effect without assigning any reason thereof and suitable legal action should be taken against the Bidder which may include blacklisting / debarment from participating in any tender of IIM UDAIPUR for the period, approved by the competent authority.

Place :

Date :

(Signature of the bidder with seal)

PROFORMA OF PERFORMANCE BANK GUARANTEE

1 In consideration of the Director IIM Udaipur (hereinafter called "IIM UDAIPUR") having offered to accept the terms and conditions of the proposed agreement between IIM, UDAIPUR and..... (hereinafter called "the said organisation (s) for the work of **“Providing Medical Services at IIM Udaipur”** (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rupees..... only) as a security/ guarantee from the organisation (s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

2 We (hereinafter referred to as the "Bank") do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the IIM, UDAIPUR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said organisation (s). 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 we shall be restricted to an amount not exceeding Rs..... (Rupees... ..)

3 We, the said Bank, further undertake to pay to the IIM, UDAIPUR any money so demanded not withstanding any dispute or disputes raised by the organisation (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the organisation (s) shall have no claim against us for making such payment.

4 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IIM UDAIPUR under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Chief Administrative Officer, IIM Udaipur on behalf of the IIM UDAIPUR, certifies that the terms & conditions of the said organisation (s), and accordingly discharges this guarantee.

5 We..... further agree with the IIM UDAIPUR that the IIM UDAIPUR (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said organisation (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM UDAIPUR against the said organisation (s) 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 organisation (s) or for any forbearance, act of omission on the part of the IIM UDAIPUR or any indulgence by the IIM UDAIPUR to the said organisation (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.

6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the organisation (s).

7 We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the IIM UDAIPUR in writing.

8 This guarantee shall be valid up tounless extended on demand by the IIM UDAIPUR.

Notwithstanding anything contained hereinabove:

a) Our liability under this Guarantee shall not exceed Rs..... (Rupees. Only);

b) This Bank Guarantee shall be valid up to.....and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before All yours rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated the day of for

(Indicate the name of the Bank)

PRE-BID CONFERENCE

1. A Pre-bid conference is stipulated in the Tender Information Summary (TIS), prospective bidders interested in participating in this tender may attend the Pre-bid conference to clarify the techno- commercial conditions of the Tenders at the venue, date and time specified therein.

2. Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.

3. The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the TIS.

4. Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter from their organisation/ Hospital/ principals; else, they shall not be allowed to participate. **The pre-bid conference may also be held online at the discretion of the Procuring Entity.**

1. After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the Procuring Entity's portal within seven days from the Pre-bid conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) **Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.**
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and

to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

11) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

12) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

13) The Bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The **TIA will** not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.

14) Not more than one tender shall be submitted by one Bidder or organisation having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

15) Bidder who has downloaded the tender from the IIMU website www.iimu.ac.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not alter/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be altered/ modified in any manner, tender will be completely rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with IIMU.