



Sanjay Gandhi Post Graduate Institute of Medical Sciences

Raebareli Road, Lucknow - 226014 (U.P.) India

Phones : (0522) 2668004-008, 700, 800, 900, Fax.: (0522)-2668017, 2668078, 2668120

NOTICE INVITING E-TENDER (NIT)

Sanjay Gandhi Post Graduate Institute of Medical Sciences (SGPGIMS), has more than 1000 beds (and the number of beds are likely to be increased in future), Lucknow and invites e-tender in two parts (Technical Bid and Financial Bid) for the following services of the Institute.

1. E-tender for Outsourcing of Hospital Laundry Services.
2. E-tender for Supply of Medical Gases Services.
3. E-tender for Empanelment of Travel agents.

E-Tender in this regard shall be available on the website www.etender.up.nic.in from **02.07.2018** to **23.07.2018 (05:00 PM)**. In addition, this shall also be available for information only on the website of the institute 'www.sgpgi.ac.in'.

Advt. No.: I/23/Contract/2018-19

DIRECTOR





संजय गॉधी स्नातकोत्तर आयुर्विज्ञान संस्थान, लखनऊ

**Sanjay Gandhi Post Graduate SGPGIMS of Medical Sciences,
Rae-Bareilly Road, Lucknow-226014**

E-TENDER NOTICE

'SUPPLY OF MEDICAL GASES'

E-tenders /bids in two parts (Technical Bid and Financial Bid) are invited by the Sanjay Gandhi Post Graduate SGPGIMS of Medical Sciences (hereinafter referred to as SGPGIMS) for 'Supply of Medical Gases' in the entire Hospital/SGPGIMS including Apex Trauma Centre.

Title of Tender	Supply of Medical Gases Services
Tender fee	Rs 4650 /- + GST @ 18% Rs. 837/- i.e. Rs. 5487.00 (Non-refundable)
Date of availability of Tender document in the website	From 02.07.2018 to 23.07.2018
Last Date of uploading the Bids.	23.07.2018 at upto 5.00 PM
Date of downloading the Technical Bid from the website.	25.07.2018 at 11.00 AM
E.M.D.	Rs.31500/- (Thirty one thousand five hundred only)
Performance Security Deposit	05% of the Contract Value
Estimated contract value	Rs 31,00,000 /- per annum.

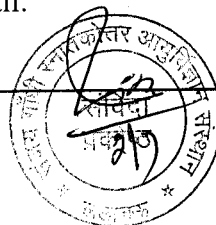
Eligibility of Bidders:

1. Tenderer should be Manufacturer of Medical Gases.
2. Tenderer should have 05 years of experience in Manufacturing of Medical Gases and Supplier for the same for last 05 years (financial year 2013-14, 2014-15, 2015-16, 2016-17 & 2017-18).
3. The tenderer should have annual turnover of Rs.100 lac per annum in the supply of medical gasses in preceding three years. i.e. financial year 2015-16, 2016-17 & 2017-18.

Note: Experience and satisfactory work experience certificate issued by head of the institution/authorized person must be annexed with bid.

Submission of E-tenders:

- (i) The bid along with the necessary documents should be uploaded in the www.etender.up.nic.in portal as per guidelines mentioned in the portal. Tender have to be submitted only online at www.etender.up.nic.in in **two bid systems i.e. (i) technical bid and (ii) financial bid** in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in the Tender Document.
- (ii) The SGPGIMS reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the Director of the SGPGIMS in this regard shall be final and binding on all.





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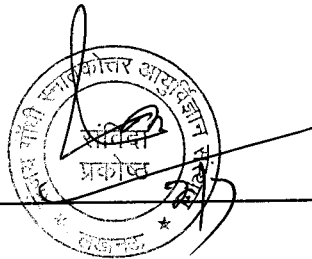
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- (iii) All tender forms duly filled along with tender fee Rs.
(iv) **4650/- + GST @ 18% Rs. 837/- i.e. Rs.5487.00 (Non-refundable)** should be deposited in the account of SGPGIMS, Lucknow online through RTGS. The details of account is as under:-

Account no. : 10095237355
Name of Account : Director, SGPGI
Name of Bank & Branch : SBI, SGPGIMS, Branch, Lucknow.
IFSC Code : SBIN0007789

The Copy of UTR should be enclosed with technical bid, No tender fee will be accepted offline. Incomplete tender in any respect shall be summarily rejected.

DIRECTOR





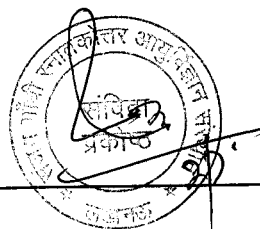
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IMPORTANT

The bidders are advised to go through the following five sections carefully before filling up the Technical Bid (Part-A) and Financial Bid (Part-B).

Sections	Particular	Page nos.
I.	Instructions to Bidder	04-07
II.	General conditions of contract	08-16
III.	Special terms & conditions and Scope of work	17-20
IV.	Technical Bid (Part – A)	21-27
V.	Financial Bid (Part – B)	28-30





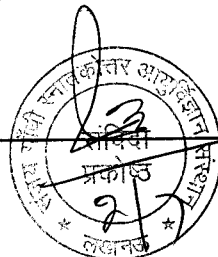
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SECTION-I

Instructions to Bidder

1. The bid along with the necessary documents should be uploaded in the **www.etender.up.nic.in'** portal as per guidelines mentioned in the portal. Tender have to be submitted only online at **www.etender.up.nic.in'** in two bid systems i.e. (i) **technical bid** and (ii) **financial bid** in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in the Tender Document.
2. The SGPGIMS reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the Director of the SGPGIMS in this regard shall be final and binding on all.
3. i) The bid is non-transferable.
ii) The bidder should be registered as a Society, Firm or Company. Proprietary Firms are also eligible.
4. The bidder submitting their bid would be deemed to have read and accepted all the terms and conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the bid.
5. Only proprietor will sign the bid document in case of a Proprietary Firm. In case of a Partnership firm authorized partner of the firm shall sign the bid documents and attested copy of authorization of such partner shall be enclosed with bid. In case of a Company the bid documents shall be affixed with the seal of the company and signed by such person / persons as may be authorized by the articles of associations of the company and/ or a resolution of the board of directors thereof to sign for and on behalf of the company and duly attested copy of the resolution shall be enclosed with bid. The cancellation of any document such as power of attorney, partnership deed, etc. shall immediately be communicated by the Bidder (s) to the SGPGIMS in writing, failing which the SGPGIMS shall have no responsibility or liability of any action, taken on the strength of the said documents.
6. Only Proprietor will sign the Agreement in case of Award of work to a Proprietary Firm, however in cases of Partnership Firm/Company only legally authorized person will sign the Agreement.
7. The schedule of rate(s) and quantities must be carefully and properly filled in. All rates should be mentioned in words as well as in figures. Please note NO Corrections and alterations in the Financial Bid will be allowed.
8. Subletting of contract, wholly or partially, in any form is strictly prohibited, and would entail termination of contract with forfeiture of security deposit and imposition of penalty and such other action as may be deemed essential in the sole discretion of the Director.

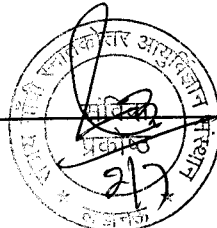




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9. All the pages of the bid documents and supporting documents, annexure/enclosures etc. must be numbered serially, signed and stamped by the bidder and mention the total number of pages on the Technical bid form at Part-A.
10. Only the sought for information and details are required to be provided with the tender document. If the bidder desires to provide additional information the same may be provided separately on A-4 size white paper with proper indexing.
11. Only those bidders who successfully qualify in the Technical Bid will be allowed to participate further in the bidding process.
12. The employees of Sanjay Gandhi Post Graduate SGPGIMS of Medical Sciences (SGPGIMS) or their Family members shall not be eligible to participate in the bid process. For the purposes of this clause family members mean only dependent Parents, Sons, Daughters, brothers, Sisters and Spouse.
13. All letters posted to the successful bidder on the address given in bid will be considered to have been delivered. Accordingly, prospective bidders are advised to write their full & correct postal address.
14. In the event of withdrawal by a bidder before the expiry of validity of offer, SGPGIMS shall have right to forfeit the Earnest Money Deposit (EMD).
15. BID SHALL BE REJECTED IF :-
 - (a) Bidder fails to enclose the scanned copy of the tender Fee.
 - (b) Bidder fails to enclose the scanned copy of EMD with Technical Bid Part-A.
 - (c) Authenticity of any of the supporting document is found to be fabricated.
 - (d) Bidder or partner/proprietor/firm/company has ever been blacklisted by any department/organization/SGPGIMS/Government in the preceding five years.
 - (e) Bidder or partner/proprietor/firm/company is convicted, punished, charge sheeted in a criminal case involving moral turpitude.
 - (f) Bid sent through courier service or deposited by hand.
 - (g) Bidders try to influence any official of the SGPGIMS, in any manner whatsoever.
 - (h) Bidder fails to submit Attested scanned copy of Certificate of EPF& ESI Registration, wherever called for.
 - (i) Bidder fails to submit the required information/document/certifications/ declaration as per the terms and condition of the tender document.
 - (j) Bid is found to be incomplete in any respect.
 - (k) Bid is found to be conditional.
 - (l) Any affidavit/declaration/certification is found to be false or untrue or incorrect or forged or deceitful.
 - (m) Bid is found to be submitting such rate as are below the prescribed taxation/wages/statutory dues of manpower to be deployed (wherever applicable).
16. The SGPGIMS reserves its right to reject any or all bids received, without assigning any reason in lieu thereof.





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17. Instructions for Technical Bid:

(a) **EARNEST MONEY (EMD)**

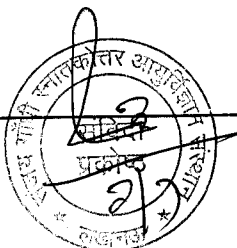
- i) Earnest money deposit of Rs 31500 /- (**Rs. Thirty One Thousand Five Hundred only**) should be paid online through RTGS. The details of RTGS is as under:-

RTGS Details:-

Account no. : 10095237355
Name of Account : Director, SGPGI
Name of Bank & Branch : SBI, SGPGIMS, Branch, Lucknow.
IFSC Code : SBIN0007789

The proof of EMD should be enclosed with Technical Bid or the tender. The earnest money will be refunded to unsuccessful bidders within three months of finalization of tender. The earnest money may be returned back to the Successful Tenderer, after receipt of Security Deposit before signing of the Agreement

- ii) EMD in any other format is not acceptable.
- (b) Bidder must furnish the balance sheets for preceding three financial years (2014-15, 2015-16 and 2016-17) duly certified by the chartered accountant showing turnover of the tenderers stipulated in the tender document.
- (c) Self-attested copy of PAN/TAN/TIN, as applicable is required to be submitted.
- (d) An affidavit duly sworn before a Notary that the firm or proprietary concerned or company have never been blacklisted (**Annexure –I of Technical Bid**).
- (e) An affidavit duly sworn before a Notary that neither bidder nor the firm/ Partners/ proprietor/Director of the company has never been convicted or punished by any Hon'ble Court of Law nor any criminal prosecution, involving moral turpitude, in which a charge sheet is issued, is pending against any of them. (**Annexure – II of Technical Bid**)
- (f) Self-Declaration to the effect that the rates quoted in the Tender is the lowest rates, or the highest rate (as the case may be), quoted to any Government SGPGIMS/Hospital (State/Central) in India. (**Annexure-III of Technical Bid**)
- (g) An affidavit to the effect that bidder does not have any relation with the person authorized to evaluate technically or involved in finalizing the tender. (**Annexure-IV of Technical Bid**)
- (h) Copy of Bank Passbook or Statement of Bank Account from Bank for last twelve months.
- (i) Attested scanned copy of Certificate of EPF& ESI Registration must be submitted along with the code number.
- (j) Attested scanned copy of Certificate of GST registration must be submitted along with number.
- (k) An affidavit duly sworn before a notary in support of capabilities with respect to personnel, equipment and management of horticulture maintenance service.





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18. Instructions for Financial Bid:

- (a) The bidder must quote in figures as well as in words the amount offered and in the event of any discrepancy, the amount quoted in word would be taken to be the offered amount.
- (b) The bidder should ensure that the rates are written in such a way that no blank space is there.
- (c) Bidder is also required to submit minimum wages order issued by labour department, as applicable on the date of submission of bid, if man power is stated in the document.
- (d) The bidder quoting rates below admissible/applicable minimum wages of the manpower approved by labour department stated in the document will not be considered.
- (e) Break up/Details of Govt. tax & Levies must be clearly mentioned in the bid.
- (f) Bidder must clearly specify the GST to be paid extra, failing which price will be taken as basic price excluding GST. Elaborate GST in percentage terms, however same will not be considered in financial comparisons.
- (g) The bidder has to quote the rate and amount of GST separately in the financial bid. Failure to specify the GST (rate and amount) separately would render the financial bid a nugatory/null.
- (h) **The bidders are advised to visit the Mechanical Cell of the SGPGIMS before quoting the rates and they may contact Sri M.N. Shukla (Mob no. 8004904836) for clarifications, if any.**
- (i) Rates and tender will be finalized on the basis of criteria as laid down in Section III.





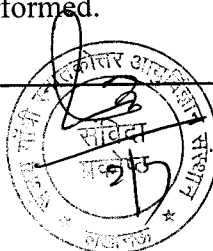
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SECTION-II.

GENERAL CONDITIONS OF CONTRACT

1. Only Proprietor will sign the Agreement in case of Award of work to a Proprietary Firm, however in cases of Partnership/Company only legally authorized person will sign the Agreement.
2. The Successful Bidder has to maintain a current/saving bank account with any branch of a nationalized bank situated in Lucknow and intimate the A/C No. to the Finance Department, Nodal Department and Contract Cell of the SGPGIMS, within a week of award of tender.
3. **THE SUCCESSFUL BIDDER DELIVERABLES.**
 - (a) The Successful bidder shall provide the Services in the designated area during such time in the day as may be specified for that particular area from time to time.
 - (b) The Services shall be provided only through qualified and experienced personnel for particular service.
 - (c) Before start of work/deployment the Successful bidder shall submit details (including identity, educational qualification, bank account number, credential etc.) of personnel through which the Services will be rendered to the Nodal Officer/JD (A). The Successful bidder will pay salary only through Electronic Fund Transfer to the personnel deployed for providing Services and submit the proof of such payments to SGPGIMS on monthly basis. The value of such payments will not be less than minimum wages effective at that time.
 - (d) The Successful bidder will issue the identity card to the manpower deployed with name and address of the manpower and employer bidders name printed on the card. Under no circumstances should such identity card carry the name of the SGPGIMS, or its logo, in any form.
 - (e) All manpower deployed for the Services shall wear such dress as may be specified by the SGPGIMS from time to time.
 - (f) The successful bidder shall ensure that there is no disruption of services because of absenteeism of human resource. The Successful bidder must have an alternative backup plan for continued availability of human resource to ensure that there is no disruption to the services.
 - (g) Before deployment of any manpower the successfully bidder shall furnish:-
 - i) Copy of letter of appointment issued to the deployed manpower carrying the signature of the incumbent.
 - ii) An undertaking from the deployed manpower to the effect that he/she would not claim any rights to be an employee of the SGPGIMS on the basis of his/her deployment under the terms of the contract.
4. **Performance indicator :**
 - (a) Performance of the contract would be judged as on overall basis, inter alia taking the following parameters into consideration:-
 - (i) Attendance and punctuality of personnel deployed to provide Services.
 - (ii) Status and quality of task performed.





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- (iii) Number of breakdowns in the Services.
 - (iv) Inter-personal and behavioral problems observed.
 - (v) Undesirable actions observed which may cause or may have caused financial and reputation loss to the SGPGIMS.
 - (vi) Complaints received
 - (vii) General opinion/general assessment by any faculty/department/committee, constitute for the purpose of monitoring.
- (b) The cost of service will include:
- i) Manpower cost per unit of Services.
 - ii) Other expenditure cost.
 - iii) The Successful bidder charges.
 - iv) Government levies, which the Service Provider is required to pay.

5. RESPONSIBILITIES OF THE SUCCESSFUL BIDDER:

- (a) The Successful bidder shall provide all the Services as provided in Section-III. The Successful bidder shall provide such Services on all working days/shifts and even on holidays.
- (b) Apart from providing the aforesaid Services, as and when called for the Successful bidder shall discharge any other duties, which in the opinion of the SGPGIMS are within the SCOPE OF WORK of the Successful bidder, and the Successful bidder shall carry out such duties with diligence and care.
- (c) The Successful bidder shall provide speedy and competent services as per the performance benchmark and shall also deploy the required number of personnel to this effect.
- (d) The manpower deployed by the Successful bidder for carrying out the services under the terms of the contract shall be employees of the Successful bidder. No relationship of master and servant is created between the deployed manpower and the SGPGIMS under this contract. The Successful bidder shall be solely responsible for their affairs and will be under mandatory / obligation to comply with the statutory obligations such as EPF, GST, ESIC etc. as and where applicable. These personnel shall have no claim whatsoever, to be treated as employees of the SGPGIMS. In the event any such claims made by the personnel of the Successful bidder on the SGPGIMS, the Successful bidder shall be wholly responsible and Successful bidder shall indemnify the SGPGIMS against any such claims, either monetary or otherwise.
- (e) Successful bidder shall be fully responsible for any accident or mishap involving manpower engaged by him and any claim made on this part will be paid by the Successful bidder. The Successful bidder shall indemnify the SGPGIMS from any claims arising out of accidents or mishaps, disabilities of any nature or death, or arising out of provisions under law or of any other nature in respect of all manpower engaged by Successful bidder.





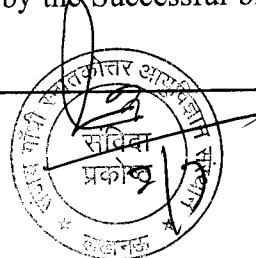
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- (f) In case the Successful bidder fails in fulfilling the obligations of work/service under the contract, fully and in time, the SGPGIMS shall have the absolute right to take up the work at the Successful bidder's cost and risk, and recover all such expenses from the amounts due to the Successful bidder including their Security Deposit.
- (g) The Successful bidder will post suitable and experienced personnel as may be needed to supervise and guide the personnel for proper completion of the work/ Services as per direction of the Nodal Officer or by such officer as may designated by the SGPGIMS. The Successful bidder is overall responsible for the good conduct and character of the manpower deployed. Successful bidder is expected to be duly diligent to carry out background check of every manpower before deploying it with the SGPGIMS and ensure that no criminal case is ongoing against any of the manpower deployed as and when they are deployed by the successful bidder.
- (h) The will have to abide by the Minimum Wages Act-1948 and all other relevant and applicable statutory labour and other laws, rules and regulations as applicable in the state of Uttar Pradesh. The Successful bidder shall comply with regulation of any statutory authority on any obligation imposed upon him by the authorities or applicable under any law as a result of establishing and running the Services and indemnify the Services under the Agreement to be executed between SGPGIMS and Successful bidder and shall indemnify the SGPGIMS and its officers/employees from any claim or consequences/damages for any lapse or non-compliance thereof. The Successful bidder and his assistants and personnel shall be liable to be dealt suitably in the event of infringement of any law. Any liability arising on the SGPGIMS as principal employer shall be deducted from the bills of the Successful bidder and the full amount shall be recovered from the security deposit and subsequent monthly bills of the Successful bidder.
- (i) The Successful bidder shall be responsible for the conduct of his personnel and in case of any complaint against any staff, the Successful bidder shall be under obligation to suitably punish such personnel or to take such other action as may be directed including removal or substitution of such personnel when instructed orally or in writing by the Nodal Officer. The Successful bidder shall observe all the laws and shall be responsible for any prosecution or liability arising from breach of any of those laws. The SGPGIMS shall not be held accountable or responsible under this head with regard to staff on the rolls of the Successful bidder in any manner whatsoever.

6. CONSIDERATION/ COMPENSATION/PAYMENT:-

- (a) The Successful bidder shall submit monthly bill in duplicate to the SGPGIMS for the Services rendered by the Successful bidder in the preceding month. The payment shall be released after satisfactory performance of work, which shall be certified by the officer designated by the SGPGIMS for the said purpose.
- (b) The Successful bidder shall submit bills complete in all respect in the first week of every month. Subject to any clarification, dispute and difference, the SGPGIMS agrees to settle the bills raised by the Successful bidder within 30 days from the date





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of receipt of bills, submitted along with proofs of payment under statutory obligations.

- (c) The Successful bidder would also fully indemnify any legal and financial liability bestowed upon the SGPGIMS in respect to the personnel employed/deputed under the Agreement executed between SGPGIMS and Successful Bidder.
- (d) The Successful Bidder shall abide by and follow all the labour and other laws enforced from time to time in respect of his staff. The SGPGIMS will in no way be responsible for any liability or claim of the personnel employed by the Successful Bidder. SGPGIMS shall be indemnified from any dispute/claim arising out of the work done under the contract by the Successful Bidder. The Successful Bidder shall be fully responsible for payment of any amount of compensation arising out of any accident etc. to their personnel or outside agency deployed by them for fulfillment of the terms of the contract. The Successful Bidder will make full arrangement and responsible for safety and security of all such staff.
- (e) If at any later date, it is found that the information, documents and certificates submitted by the Successful Bidder/Contractor are wrong / forged / fake/ false or manipulated, bid/ Contract shall be cancelled and EMD/Security deposit with the SGPGIMS shall be forfeited without any claim whatsoever against the SGPGIMS. If at any time it is also found that any type of liability/ responsibility fixed on the SGPGIMS or its employees by any Government or local bodies regarding the bid/contract, the total responsibility will have to be borne by the Bidder/Contractor.

7. COMPLIANCE OF LABOUR STATUTES:

- (a) The Successful Bidder shall comply with all the statutes pertaining to Labour Laws which are in force at present or which may come into force during currency of the contract.
- (b) The Successful Bidder shall agree to maintain employment records in respect of its personnel as required under various Labour Statutes, such as attendance register, wage register, wage slips, bonus register and leave register etc. If Successful Bidder engages 20 or more personnel in the SGPGIMS premises, the Successful Bidder shall immediately obtain required license under the provision of the Contract Labour (Regulation and Abolition) Act, 1970.
- (c) It will be the sole responsibility of the Successful Bidder to abide by the provisions of all Labour Laws as to the workers engaged by him for performance of the contract.

8. CONTROL & SUPERVISION OF SUCCESSFUL BIDDER'S PERSONNEL:

- (a) The Successful Bidder shall in person or through the supervisors, supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligations under the contract and shall be fully responsible for maintaining discipline, peace, good behavior, appearance of the personnel deployed in the SGPGIMS's premises.
- (b) In the event of the work carried out by the Successful Bidder or its personnel if being not found satisfactory, the Successful Bidder upon advice, directions or orders from the SGPGIMS shall take immediate necessary steps so as to provide prompt, uninterrupted and effective services, as per terms of contract.





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- (c) The Successful Bidder shall ensure that the personnel engaged by them shall remain on the premises of the SGPGIMS as per timings indicated by the SGPGIMS. However, prior permission will have to be obtained by the Successful Bidder/its supervisors from the SGPGIMS in the event of Successful Bidder/its personnel being required to remain on the SGPGIMS's premises beyond the aforesaid stipulated time and/ or on Sundays and fixed Public Holidays for any reasons whatsoever.

9. DAMAGES TO PERSON & PROPERTY:

- (a) The Successful Bidder shall ensure that all manpower deployed for carrying out the terms of contract is duly covered and registered under beneficial insurance scheme of ESI corporation and their contribution is regularly deposited to meet any eventuality of accidents (fatal or otherwise) or injuries. The Successfully Bidder shall submit along with his monthly bills, proof of deposit of ESI of all manpower deployed during the period of the bill.
- (b) The Successful Bidder shall ensure that the SGPGIMS shall in no way be held responsible or liable to meet any claim of the personnel deployed by the Successful Bidder against any accident or injury etc. suffered by the personnel of Successful Bidder during the course of his employment.
- (c) The Successful Bidder shall indemnify the SGPGIMS at all times against all claims for compensation under the provision of any law for the time being in force or in respect of any personnel employed by the Successful Bidder in carrying out the contract and against all costs and expenditures incurred by the SGPGIMS in connection therewith.
- (d) The SGPGIMS shall be entitled to deduct any amount due for such claims including costs and expenses in connection with such claim from the money payable by way of consideration as aforesaid.
- (e) If in the course of execution of the contract by the Successful Bidder any damage is caused by the Successful Bidder or its personnel deployed in the SGPGIMS's premises to persons and property of the SGPGIMS, the Successful Bidder shall be liable for the same and indemnify the SGPGIMS against such damages. Successful Bidder shall also render all assistance and cooperation to the SGPGIMS in the event of any inquiry relating to any accident.
- (f) In case of any lapse, default and negligence, fraud etc. on the part of the Successful Bidder or its personnel deployed in the SGPGIMS's premises, due to which the SGPGIMS suffers any loss, the Successful Bidder shall be responsible to indemnify the loss and damages to the SGPGIMS. However, SGPGIMS will be at liberty to recover such losses from his security deposit and/or other payments due to him.
- (g) The Successful Bidder shall indemnify the SGPGIMS against any action, proceedings, claims or demands of any persons(s), or its personnel made against the SGPGIMS in respect of Services. The Successful Bidder shall also indemnify the SGPGIMS for any commission or omission or default on the part of the Successful Bidder, its personnel or agents which the SGPGIMS may have to pay, incur or sustain by reasons of any such action, proceedings, claims or demands or otherwise in relation thereto, or for any reasons whatsoever.

