

INVITATION TO TENDER

Date :16.06.2017

Tender Due on : 30.06.2017, 2 p.m.

Tender opening on : 30.06.2017, 3 p.m.

Dear Sirs,

For and on behalf of Director, IIST, Senior Purchase & Stores Officer of Indian Institute of Space Science and Technology (IIST), Thiruvananthapuram invites Public Tender from reputed hospitals to provide medical and para-medical services and maintain First Aid Facility at Indian Institute of Space Science and Technology (IIST), Valiamala, Thiruvananthapuram.

Indian Institute of Space Science and Technology, a deemed to be university under UGC and an autonomous body under Department of Space, Government of India is a fully residential academic institution offering under graduate, post graduate, doctoral and post doctoral programmes in Space Science and Technology. The institute is situated in Valiamala, 26 kms from Thiruvananthapuram city.

The institute has more than 800 students who are residential in the campus for which a 24 hour medical facility is an inevitable requirement. In addition to students, medical facility may have to be extended to staff in the campus too such as Faculty members and other staff either permanent or temporary in emergency situations.

IIST is looking for a Service Provider within the radius of 35 km of the institute to operate and maintain a First Aid Facility including counselling services, on call service for medical treatment as well as counselling and also provide specialist services and in patient treatment in their hospitals. Interested Service Providers may participate in the public tender and submit their quotation in the prescribed proforma on or before 30.06.2017, 2 p.m. to Senior Purchase & Stores Officer, Indian Institute of Space Science and Technology (IIST), Valiamala, Thiruvananthapuram - 695 547, Kerala in sealed cover superscribing the above mentioned Reference No. and due date on the envelope. The tender documents and proforma for submitting quotation are available at our website www.iist.ac.in.

Hospitals desirous of visiting the premises may do so with prior intimation to the Senior Administrative Officer, (Estt.), IIST (0471 2568452 / 09446395516) on or before 23.06.2017, 2017 during working hours.

Sd/-

Senior Purchase & Stores Officer
(For and on behalf of Director, IIST)

LETTER INVITING TENDER

Ref: No. IIST/PUR/3135/17.

15/06/2017

M/s.....
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Dear Sir(s),

Sub:- Tender for Providing First Aid Facility including counselling services in Indian Institute of Space Science and Technology, Thiruvananthapuram, on-call facility for both medical and counselling services, specialist services and in-patient treatment in the hospital. reg:

* * * *

Sealed TWO PART tenders are invited on behalf of Director, IIST by the Senior Purchase & Stores Officer, IIST, Valiamala P O, Thiruvananthapuram - 695 547 for the work as detailed below :

1.1 Name of Work : Providing First Aid Facility including counselling services in Indian Institute of Space Science and Technology, Valiamala, Thiruvananthapuram, on-call facility for both medical and counselling services, specialist services and in-patient treatment in the hospital.

1.2 Period of contract : 12 (Twelve) months.

1.3 The offers shall be submitted in Two Parts. Please Refer "Instruction to bidders" in this regard.

1.4 Cost of Tender Documents : You should pay an amount of Rs.525/- towards cost of tender documents by way of demand draft in favour of Senior Accounts Officer, IIST.

1.5 Earnest Money Deposit (EMD): Interest free EMD to ensure the earnestness of the service provider in the participation of the tendering process to the tune of Rs.1,00,000/- (Rupees One lakh only) by Demand Draft drawn in favour of Senior Accounts Officer, IIST, Valiamala. It should be enclosed along with the Technical and Commercial bid in sealed cover. The EMD will be refunded to the unsuccessful tenderers within 30 days after award of contract. EMD will be forfeited in case the Tenderer withdraws from the tendering process.

1.6 Last date & time for receipt of Bids: Date : 30.06.2017, Time : 2 p.m.

1.7 Bids are to be submitted to : Senior Purchase & Stores Officer
Indian Institute Of Space Science and Technology
Valiamala PO
Thiruvananthapuram - 695 547
Kerala

Tender received after the due date and time shall be summarily rejected. IIST, Thiruvananthapuram shall not be responsible for any belated receipts of Bids. Bids shall be submitted either by post / Courier /by person before due date and time. To avoid delay, bids may be delivered through authorized representatives if possible.

Please acknowledge receipt of this tender document with all enclosures and confirm that you will submit your bid on or before the due date and time.

Thanking you,

Yours faithfully,

Sd/-
Senior Purchase & Store Officer
For and on behalf of Director, IIST

Indian Institute of Space Science and Technology
Thiruvananthapuram-695547

PRIMARY DATA SHEET OF HOSPITAL
(To be submitted along with quotation)

1.	Name of the Company / Organisation managing the hospital	:	
2.	Registered Office of the Hospital/ Organisation with full address, phone no: email id and web address	:	
3.	Type of incorporation	:	Public Ltd. / Private Ltd./ Partnership/ Proprietary
4.	Number of Hospitals owned by the Company / Entity	:	
5.	If more than one Hospital is owned by the Organisation, the address of each of the Hospital.	:	
6.	For each of the Hospital above, furnish the following information separately. i. Name of Hospital ii. No. of Doctors on roll a. Permanent b. Contract iii. No: of rooms available for in patient Category of rooms : Single : Double iv. No. of para medical personnel iv. No. of Ambulances v. Average No. of Out-patients treated daily.	: : : : : : : : : :	
7.	List of individual departments for specialist treatment with facilities available in each	:	(To be attached in separate sheet as Annexure A)
8.	List of Doctors with name and qualification in each department	:	(To be attached in separate sheet as Annexure B)
9.	Emergency/ Trauma Care i. No. of beds ii. No. of Doctors in round the clock shift	:	
10.	Laboratory Facility i. Type of Investigations done ii. No. of Pathologists	:	
11.	Radiology Whether facility available for X-Ray/Ultra	:	

	Sound/Echo/CT scan/MRI scan		
12.	Whether Canteen Facility is available	:	
13.	Whether Laundry Facility is available	:	
14.	Tie-up with any other Speciality / Super Speciality Hospitals	:	
15.	Whether Hospital is attached to any Medical College. If so, the details	:	
16.	Whether the Hospital is accredited under NABH	:	
17.	Is the Hospital recognized under CHSS scheme of Department of Space/ DAE	:	
18.	Whether Hospital is providing medical service to any academic institutions? If so, give details thereof	:	
19.	PAN number and GST Registration no:	:	
20.	Any other relevant information	:	

We affirm that the information submitted is complete in all respects and true to the best of our knowledge and that we are authorised to submit this data.

Name:
Designation:

Signature of the Authorised Signatory
Date:

(Seal)

PROFORMA FOR TECHNICAL & COMMERCIAL BID

1.	Name of the Hospital	:	
2.	Whether the hospital is situated within the radius of 35 km from IIST	:	Yes / No
3.	Whether the hospital is having more than 10 doctors on regular rolls	:	Yes / No
4.	Whether the hospital is having more than 50 beds in their hospital	:	Yes / No
5.	Whether the hospital has all essential medical departments	:	Yes / No
6.	Whether the hospital is willing to provide one Doctor and one nurse for the First Aid facility in IIST as required in the Instruction to Bidders attached in the Tender document	:	Yes / No
7.	Whether the hospital is willing to provide one Counsellor in IIST as required in the Instruction to Bidders attached in the Tender document	:	Yes / No
8.	Whether the hospital is willing to provide on call services for first aid facility and Counselling services in IIST as required in the Instruction to Bidders attached in the Tender document	:	Yes / No
9.	Whether the hospital is willing to provide specialist services and in patient services including laboratory and other investigations & medicines in their hospital as required in the Instruction to Bidders attached in the Tender document	:	Yes / No
10.	Whether the hospital is willing to provide accident insurance coverage for the students of IIST through a nationalised insurance Provider as required in the Instruction to Bidders attached in the Tender document	:	Yes / No
11.	Whether the hospital is willing to abide by the terms and conditions mentioned in the Instructions to Bidders attached in the Tender document	:	Yes / No

We affirm that the information submitted is complete in all respects and true to the best of our knowledge and that we are authorised to submit this application. We understand that the information furnished in the form above is liable to be verified and any mis-representation may lead to disqualification from the tendering process. It is also noted that the technical bid will be evaluated based on the requirements put in ***Instructions to Bidders*** and we are fully aware of the requirements of IIST.

Name:
Designation:

Signature of the Authorised Signatory
Date:

(Seal)

PROFORMA FOR PRICE BID

1.	Name of the Hospital	:	
PART A			
Part A 1			
1	Rate for operating First Aid Facility in IIST campus with one qualified doctor and one Nurse on all days	:	<div> (a) One shift of 8 hours per day Rs. _____/- (Rupees _____ _____only) </div> <div> (b) Yearly Rate (considering 365 days in a year)(per day one shift of 8 hours) Rs. _____/- (Rupees _____ _____only) </div>
Part A 2			
2	Rate for operating counselling services with a qualified Counsellor for three days in a week in IIST campus	:	<div> (a) One shift of 8 hours per day Rs. _____/- (Rupees _____ _____only) </div> <div> (b) Yearly Rate (considering 3 days in a week for the complete year - 156 days for calculation purpose)(per day shift of 8 hours) Rs. _____/- (Rupees _____ _____only) </div>
Part A 3			
3.	Yearly rate for Specialist consultancy and in patient services in the hospital (Rate to be quoted with reference to Para no: 4.0 Scope of Services Level IV in Instructions to Bidders provided in	:	Rs. _____/- per year (Rupees _____ _____only.

	the Tender Document. Should consider all kinds of Specialist consultancies, lab tests, investigations such as scan, x ray (whether within the hospital or in any other external facility) in patient services, accident insurance coverage, medicines, accommodation, food etc.)		
Part B			
Part B 1			
4.	On Call Services for first aid facility	:	Rs. _____/- per call (Rupees _____ _____ only.
Part B 2			
5.	On call Services for Counselling services	:	Rs. _____/- per call (Rupees _____ _____ only.

The party who quotes lowest in respect of the following will be considered as L1.

365 x rate for **First Aid Facility** for one shift per day of 8 hours

+

156 x rate for **Counselling** per day one shift of 8 hours

+

Yearly rate for **Specialist Consultancy and in-patient services** in the hospital

+

120 x Rate per call for **First Aid Facility***

+

60 x Rate per call for **Counselling****

*****(considering an expected average of 10 calls per month. It is to be noted that payment will be for actual calls only)

******(considering an expected average of 5 calls per month. It is to be noted that payment will be for actual calls only.)

We affirm that the information submitted is complete in all respects and true to the best of our knowledge and that we are authorised to submit this application. We understand that the information furnished in the form above is liable to be verified and any misrepresentation may lead to our disqualification from the tendering process.

Name:
Designation:

Signature of the Authorised Signatory
Date:

(Seal)

INSTRUCTION TO BIDDERS

1. INTRODUCTION

Indian Institute of Space Science and Technology, a deemed to be university under UGC and an autonomous body under Department of Space, Government of India is a fully residential academic institution offering under graduate, post graduate, doctoral and post doctoral programmes in Space Science and Technology. The institute is situated in Valiamala, 26 kms from Thiruvananthapuram city.

The institute has more than 800 students who are residential in the campus for which 24 hour medical facility is an inevitable requirement. In addition to the medical needs of students, medical facility may have to be extended to staff in the campus too such as Faculty members and other staff either permanent or temporary in emergency situations.

IIST is looking for a Service Provider to operate and maintain a First Aid Facility during prescribed hours and on call service at all times in the campus as well in patient and specialist services and other health care services in the hospital of the service provider. The details of services are elaborated in the following clauses.

1.0 PROPOSAL DOCUMENTS & CLARIFICATION

1.1 Tender Document

Tender document along with proforma for submitting both technical as well as financial bid is downloadable from the website www.iist.ac.in. Bidder shall sign and stamp each page of the 'Original'.

1.2 Clarification Requests by Bidder

Although the details presented in this tender document consisting of Conditions of Contract, Scope of work and other terms have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

2.0 PREPARATION OF BIDS

2.1 Site Visit

Bidder is advised to visit the Institute and get familiarised with the existing facilities and environment and shall collect information which may be required for preparing and submitting the Bid and entering into the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation.

The authorized representatives must be competent and empowered to take on the spot decision on all technical and commercial issues.

2.2 Validity of Offer

Bid shall remain valid for acceptance for a period of **3 months** from the due date of submission of the Bid. The Bidder shall not be entitled during the said period to revoke or cancel his Bid or to vary the Bid except and to the extent required by IIST in writing. Bid shall be revalidated for extended period as required by IIST in writing. In such cases, unless otherwise specified, it is understood that validity is sought and provided without varying either the quoted price or any other terms and conditions of Bid finalised till that time.

2.3 Cost of Bidding

All direct and indirect costs associated with the preparation and submission of Bid (including clarification meetings and site visit, if any), shall be to Bidder's account and IIST will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid process.

2.4 Instruction For Two-Part Bid

The bids are invited in Two parts viz., Part-I Technical and Commercial & Part-II Price. All Bidder's are requested to follow carefully the following instructions before preparing their offer:

Part-I: Techno-Commercial Bid

This part should contain 1. Primary Data Sheet 2. Annexure 1 with details and 3.EMD

Please note that Price should not be indicated in Techno Commercial bid.

It should be submitted in sealed cover super scribed and addressed as follows

TENDER NO : IIST/PUR/3135/17
DUE DATE : 30.06.2017, 2 P.M.

PART - I : TECHNO-COMMERCIAL BID

TO : SENIOR PURCHASE & STORES OFFICER
INDIAN INSTITUTE OF SPACE SCIENCE AND TECHNOLOGY
VALIAMALA PO
THRUVANANTHAPURAM - 695 547
KERALA

PART-II: Price Bid

Bidder shall indicate very clearly item-wise rates with reference on their technical offer in the prescribed proforma attached as **Annexure 2 only**.

Price part prepared as above shall be enveloped and submitted in an sealed envelope super scribed and addressed as follows:

TENDER NO : IIST/PUR/3135/17
DUE DATE : 30.06.2017, 2 P.M.

PART-II : PRICE BID

: SENIOR PURCHASE & STORES OFFICER
INDIAN INSTITUTE OF SPACE SCIENMCE AND TECHNOLOGY
VALIAMALA PO, THRUVANANTHAPURAM - 695 547, KERALA

The Techno-Commercial cover (Part -I) and Price Cover (Part II) prepared as above should be inserted into another sealed envelope and super scribed and addressed as follows:

TENDER NO : IIST/PUR/3135/17
DUE DATE : 30.06.2017, 2 P.M.

PART I & PART II : INDIVIDUALLY SEALED INSIDE

TO : SENIOR PURCHASE & STORES OFFICER
INDIAN INSTITUTE OF SPACE SCIENCE AND TECHNOLOGY
VALIAMALA PO
THRUVANANTHAPURAM - 695 547 KERALA

3.0. Bid Evaluation Criteria

Following Bid Evaluation Criteria (BEC) shall be adopted in the evaluation of BIDS Received against above Tender.

3.1 Commercial :

Bids should be submitted as per “Instruction to Bidders”, along with schedules duly filled in as mentioned in Tender document. Acceptance of offers will be based on acceptance of scope of work and all terms and conditions detailed in the Tender document.

Price Bids containing overwriting/ erasures/ corrections in the quoted rates are liable to be rejected. However, in case any cutting is unavoidable, same shall be duly attested by the signatory of the Bid with signature failing which such Price Bids shall be rejected.

3.2 Evaluation and comparison of Bids :

The Price Bid of Technically and commercially acceptable bidders shall only be opened.

3.3 Award of Work :

The successful Bidder who meets all the standards of capability shall be considered for awarding the contract. IIST, Thiruvananthapuram reserves the right to accept or reject any Bid(s) without assigning any reason.

The party who quotes lowest in respect of the following will be considered as L1 :

365 x rate for **First Aid Facility** for one shift per day of 8 hours

+

156 x rate for **Counselling** per day one shift of 8 hours

+

Yearly rate for **Specialist Consultancy and in patient services** in the hospital

+

120 x Rate per call for **First Aid Facility***

+

60 x Rate per call for **Counselling****

*****(considering an expected average of 10 calls per month. It is to be noted that payment will be for actual calls only)

******(considering an expected average of 5 calls per month. It is to be noted that payment will be for actual calls only.)

4.0 SCOPE OF SERVICES

Level I : Setting up First Aid Facility in the campus

1. Services of One Doctor (With MBBS degree or above) and one qualified Nurse to be available in the campus for one shift of 8 hours (preferably 12 noon - 8 pm) on all days (irrespective of holidays). If needed, IIST may enhance 8 hour shift to 24 hours at a later stage.
2. Basic infrastructure for First Aid Facility will be provided by IIST.

Qualification

Sl. No.	Category	Min. Qualification	Experience in years in clinical practice
1.	Medical Officer	MBBS with MCI registration	02
2.	Nurse	GNM with Nursing Council Registration	02

Level II: Counselling services

A well qualified Counsellor to be provided in the campus on one shift of 8 hours (Preferably 12 noon - 8 pm) for three days in a week. If needed, IIST may enhance 8 hour shift to 24 hours at a later stage.

Qualification

Category	Min. Qualification	Experience in years in clinical practice
Counsellor	Post graduate Degree in Clinical Psychology	02

Level III: On call facility for First aid and counselling services

1. A doctor and nurse should be provided on call for first aid facility at all times.
2. A Counsellor should be provided on call for counselling services at all times
3. They should be able to reach the campus at the earliest (within 1 hour from the time of call) by their own transport arrangement.

Level IV : Providing Specialist Consultancy and In - Patient Services

1. Hospital should be situated within 35 kms radius of IIST and professionally managed, well equipped, adequately staffed with qualified medical, para medical and other staff and having minimum 50 bed capacity with atleast 10 doctors on regular rolls.
2. All kinds of specialist consultation should be provided in OP sections.
3. All laboratory facilities and other medical facilities like X ray, ECG, Echo, Ultra sound scan, CT scan , MRI Scan to be covered. If referred for CT scan / MRI scan or any other specialised tests or specialists consultations outside, the expenditure should be borne by the hospital.
4. All essential medicines prescribed should be supplied from the Pharmacy of the hospital.
5. All students of IIST should be registered in the hospital. It is the responsibility of the Service Provider to manage separate register and opening the case files in respect of each student.
6. Single rooms (Non A/c) to be provided to students if admitted.
7. Attendant should be provided for in patients as bystanders cannot be spared from the Institute.
8. Food should be provided for in patients.
9. Accident insurance coverage of Rupees One Lakh per person annually through a reputed nationalised insurance company should be arranged. Premium per person should be paid by the hospital and the document should be produced.

5.0 RESPONSIBILITIES OF THE SERVICE PROVIDER

5.1. First Aid Facility and Counselling services

- i. The Service Provider shall deploy the required qualified medical professionals, paramedical staff and counsellors and required medicines for the smooth functioning of First Aid Facility and Counselling services in IIST.
- ii. The Service Provider shall keep sufficient reserve of staff to meet absence and contingencies.
- iii. Only Indian nationals shall be deployed.
- iv. A list of Doctors, nurses and Counsellors who will be deployed in IIST may be provided in advance to arrange necessary entry passes.
- v. The Doctors and other paramedical staff shall be normally deployed continuously for a period of three months. In case of any change proposed, it shall be discussed and mutually agreed.
- vi. In the case of Counselling services, care should be taken to maintain the same counsellor for at least a period of 6 months. In case of any change proposed, it shall be discussed and mutually agreed.
- vii. Extreme confidentiality may be maintained in the case of Counselling.
- viii. It is the responsibility of the Service Provider to comply with the provisions of Minimum Wages Act i.e. payment of minimum wages, EPF and ESI contribution etc. and any other relevant statutory provisions in vogue from time to time. The Service Provider shall be responsible for resolving any dispute arising out of any contravention of legal provisions and settlement of any claims arising out due to the same.
- ix. It will be responsibility of the Service Provider to open and maintain case files in respect of each student.
- x. All necessary medicines will be stocked by the service provider in the first aid facility at IIST.
- xi. In the case of on call services; the service should be available at the earliest but not later than one hour from the time of call by their own transport arrangement.

5.2. In patient and Specialist Services

- i. Immediate and proper attention should be provided to IIST students approaching for specialist or in patient treatment.
- ii. Student identity card may be used as valid proof in case of registered students for availing specialist / in-patient services.
- iii. All medicines and para medical services (including investigations) are the responsibility of the Service Provider.
- iv. Food and medical attendant for in patients are the responsibility of the Service Provider.

5.3. IIST shall nominate one Controlling Officer who shall be the focal point in IIST for verification /monitoring of timings of staff and smooth functioning of First Aid Facility / Counselling Services. The Service Provider shall submit all concerned bills to the Controlling Officer for further processing.

5.4. **Confidentiality:** The Service provider and its staff must not disclose to any person (other than a person authorised by IIST) any information acquired by them in connection with the contract. Without prejudice to the generality of condition above, the Service provider and its staff must not disclose to any person (other than

a person authorised by IIST) any information acquired by them in connection within the provision of the services which concerns.

- IIST, its staff or its procures
- The identity of any patient to any of the hospitals or other establishments.
- The medical condition or the treatment received by any patient.

5.5. Security: Security instructions and guidelines issued time to time by IIST have to be strictly followed.

5.6. Data Protection: The Service Provider must protect personal data in accordance with the provisions and principles of the Acts concerning Data Protection and in particular the Service provider must ensure compliance with the IIST's security arrangements and ensure the liability of its staff who have access to any personal data held by IIST. In addition, if the Service Provider is required to access or process personal data held by the authority, the Service Provider shall keep all such personal data secure at all times and shall only process such data in accordance with instructions received from IIST

5.7. The Service Provider will not be allowed to engage their trainees in IIST.

6.0 RESPONSIBILITIES OF IIST

- 6.1. Infrastructure with all necessary furnishing and electrical fitting for the First Aid facility and Counselling services.
- 6.2. Stationery and office consumables required for functioning of First Aid Facility.
- 6.3. Telephone connections for communication (both intercom and local dialing) in the First Aid Facility.
- 6.4. Maintenance of civil, electrical, plumbing and A/c Systems of the First Aid Facility at IIST.
- 6.5. The maintenance of PC and UPS system provided at the First Aid Facility at IIST.
- 6.6. Canteen facility in IIST shall be utilized on payment basis by the First Aid and Counselling staff.
- 6.7. House keeping and sanitation in the First Aid Facility and Counselling Services.
- 6.8. Ambulance service for referred cases from IIST Campus.

7.0 PERIOD OF CONTRACT

The period of contract for providing the First Aid facility and Counselling Services in the campus along with on call services and Specialist and In Patient Services in their hospital shall be 12 (Twelve) months from the date of commencement of services by the Service Provider and on satisfactory performance extendable upto 2 years with the same terms and conditions with mutual agreement and IIST approval.

8.0 SCHEDULE OF RATE

- 8.1. The Bidder shall quote after careful analysis of cost involved for the performance of the works as per Scope of Work, and terms and conditions of Contract etc.
- 8.2. The price shall include applicable taxes and duties for providing services under this contract. However, the amount and the applicable rate of tax and duties at the time of submitting the proposal shall be indicated separately.

9.0 PAYMENT SCHEDULE

- 9.1 Payment shall be made on monthly basis. The service provider shall submit bill in triplicate to the Controlling officer in the first week of ensuing month and the payment shall be based on the certification and approval of Registrar IIST.
- 9.2 Payment for on call facility will be released on monthly basis for actual on call visit based on the certification of the Controlling Officer, IIST.
- 9.3. Payment against insurance policy shall be released on actual basis on submission of insurance policy document in original for each of the students.
- 9.4. Income tax at applicable rate will be deducted from the monthly bill.
- 9.5 All payment under or in terms of contract shall be made in RTGS mode. Details of bank account may be furnished by the Service Provider while making the initial claim.

10.0. SECURITY DEPOSIT

- 10.1 The Service Provider shall furnish security deposit of an amount equivalent to 5% (Five percent) of the contract value (excluding cost of on call visits under Part B of Proforma for Price bid) which shall be payable immediately on receiving the purchase order by DD/Multicity cheque / Fixed Deposit Receipt to be endorsed in the favour of IIST/ Bank Guarantee (as per format enclosed shall be submitted in Rs 200/- stamp paper from a Nationalised /Scheduled bank) valid till completion of contract period + two months.

Such security deposit shall be interest free and held by IIST as security till satisfactory rendering of services and for the due performance of all the obligations of the Service Provider under the contract during the tenure of the contract or extension thereof by IIST.

- 10.2 In case of breach of contract, the security deposit shall stand forfeited in addition to other reliefs available to IIST under the contract.

11.0 MODIFICATION / CHANGES TO THE SERVICES

For the smooth functioning of the services, any amendment to the contract, will be established within a reasonable time and if there is any cost implication, the same shall be mutually discussed and agreed to by both the parties.

12.0 FORCE MAJEURE

- 12.1 During the continuance of the contract, should a part or whole of the services covered by this contract be delayed or affected due to reasons of force majeure condition which shall include lockouts, strikes, riots, civil commotions, fire, accidents, acts of God and war, stoppage of deliveries by Govt. etc, each party undertakes to advise the other as soon as it becomes a way of the circumstance of such force majeure, so that action under the provisions of this contract can be mutually reviewed and agreed upon between Service Provider and IIST. If the force majeure condition extended over a period of one month, both the parties of the contract shall mutually discuss and arrive at an agreement for the continuation/ termination of the contract forthwith.
- 12.2 If due to circumstances of force majeure, either of the parties to this Contract partially or completely fails to fulfil its obligations in accordance with the terms and conditions

of the contract, then the said party shall be obliged to inform the other party immediately of the occurrence of the circumstances of force majeure in writing.

13.0 INDEMNITY

Without prejudice to its liability for breach of any of its obligations under the contract, the Service Provider shall be liable for and shall indemnify IIST, any health authority and the Health and social Services authorities, Consumer forum, against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or any common law in respect of any loss of or damage to property (whether real or personal), any injury to any person, including injury resulting in death in consequence of or in any way arising out of the provisions of the services or the use of the IIST's premises by the Service Provider, its employees or agents except in so far as such loss, damage or injury shall have been caused by negligence on the part of IIST.

14.0 TERMINATION

14.1 Notwithstanding to the provisions herein contained and in addition to any other right or remedy of IIST under the condition of the contract or otherwise (including the right of IIST to claim compensation for inadequacy in the services), the IIST shall be entitled to terminate the contract by one month's written notice at any time during its currency on or after the occurrence of any one or more of the following events/contingencies, namely:

Default or failure by the Service Provider of any of the terms of the Contract under the contract including but not limited to:

- a) Failure to start the service within one week of award of contract.
- b) Failure to provide sufficient medical, paramedical and supporting Staff and/or facilities including medicines required for the proper and/or for due execution of the service or any part thereof.
- c) Failure to execute the service or any of them in accordance with the provisions of the contract.
- d) Non compliances of any order or instruction of the Controlling Officer of IIST affecting the services within the scope of contract.
- e) Negligence in providing services or providing of services found to be unsatisfactory by the Controlling Officer.
- f) Abandonment of the works or any part thereof.
- g) Substantial suspension of the works or any part thereof without the authority of the Controlling Officer.
- h) Utter breach of any of the terms, conditions or provisions of contract on the part of the Service Provider to be performed and/or observed.
- i) If there is any change in the constitution of the Service Provider or in the circumstances; or organization of the Service Provider, which is detrimental to the interests of the IIST.
- j) Dissolution of the Service Provider (if a firm) or commencement of liquidation or winding-up (whether voluntary or compulsory) of the Service Provider (if a company) or appointment of a receiver or manager of any of the Service Provider assets and/or insolvency of the Service Provider (if a sole proprietorship) or of any partner of the Service Provider (if a firm).

- k) If upon any change in the partnership/constitution of a Service Provider's organization (if a partnership) IIST shall have the right to refuse to continue the Contract with the reconstituted firm.
- l) If the Service Provider or any person employed by them shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or representative of IIST.
- m) If the Service Provider shall assign or attempt to assign their interest or any part thereof in the contract.
- n) If Service Provider has furnished mis-information or indulged in mis-declaration intentionally or unintentionally in the process of bagging the contract/ providing services, which is considered as unethical/ corrupt practice, which is detrimental to the interest of IIST.

14.2 The decision of IIST as to whether any of the events / contingencies mentioned in clause 12.0 hereof entitling IIST to terminate the contract, has occurred or not shall be final and binding upon the Service Provider.

14.3 The notice of termination shall set forth, in addition to a statement of the reason or reasons for terminating the contract, the time(s) and place(s) for conducting a survey and assessment of the service provider under the contract up to the date of termination, for the purpose determining the final amount(s) due to the Service Provider there for. The reason(s) for the termination stated in the notice of termination, shall be final and binding upon the Service Provider.

14.4 The decision of the Controlling Officer as to whether or not any works have been completed, services provided satisfactorily for the purpose of settlement of payment(s) shall be final and binding upon the Service Provider.

14.5 Within 07 (seven) days of termination of contract, the Service Provider shall vacate the First Aid facility and take back the materials and shall put IIST in the undisputed custody and possession of the First Aid Facility.

14.6. If the Service Provider fails to comply with the provisions of the Clause 12.0 hereof in the manner and within the time specified therein, IIST shall have the right at the risks and costs of the Service Provider in all respects to clear the First Aid Facility of all surplus materials, Service Provider's personnel, and other materials and things of the Service Provider.

14.7 If for any cause (including but not limited to resistance put up by the Service Provider and/or their servants or agents or any court order consequent upon a suit or proceedings led by the Service Provider), IIST is unable to fully take over possession of the entire first Aid Facility premises and the equipment and fittings and furniture thereof within 7 (seven) days from the date of termination as contemplated above, IIST shall, in addition to all amounts, seek and recover compensations and/or damages recoverable from the Service Provider in terms hereof or otherwise, and will be entitled to recover from the Service Provider, liquidated damages in the amount equivalent to 0.5% (half percent) of the total value without any limitation as to quantum or percentage of such damages.

14.8 No amount shall be due and payable to the Service Provider upon or in the event of termination of the contract unless and until the entirety of the works as

contemplated in the scope of work shall have been completed in all respects to the satisfaction of IIST and following such completion the period of operation and maintenance in respect thereof as herein otherwise provided for has lapsed and all payments finally due on any account to IIST and/or other Service Provider in respect of the balance works have been finally settled and IIST has been discharged from all liabilities in respect thereof.

15.0 SATISFACTORY SERVICES

15.1 General

15.1.1 All services shall be provided by the Service Provider in strict conformity with the requirements and any other contract documents applicable and any relating instructions as might be issued to the Service Provider by the Controlling Officer from time to time.

15.1.2 The Controlling Officer shall be entitled from time to time or at any time at his discretion to issue written orders or instructions to the Service Provider relating to the performance by the Service Provider or otherwise relating to any matter touching or affecting the Contract or arising there from, and to revise or revoke any orders or instruction previously issued, and the Service Provider shall obey and/or abide thereby.

15.2. Reports and Records

The Service Provider shall maintain individual case files of students. An attendance register for all its employees deployed in IIST shall be maintained by Service provider which shall be countersigned by Controlling Officer of IIST.

15.3. Misconduct

15.3.1. If and whenever any of the Service Provider's or Service Provider's agents, consultants or employees shall in the opinion of the Controlling Officer found to be guilty of misconduct or be incompetent or differently qualified or negligent in the performance of his/her/their duties, or in the opinion of the Registrar, IIST (which shall be final) if it is undesirable to allow such person to continue to be deployed in the works at IIST, the Service Provider, if so directed by the Controlling Officer, shall forthwith remove or cause to be removed such person(s) s from deployment thereon, and any person(s) so removed shall not be re-deployed in IIST except with the prior permission in writing of the Controlling Officer. Any person(s) so removed from the works shall be immediately replaced at the expense of Service Provider by a qualified and competent substitute.

15.3.2. The Service Provider shall keep IIST indemnified from and against all personal and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act, omission or inter omission on party of any sub-service provider or agent, sub-agent, consultant or employee of the Service provider or any sub- Contractor, whether committed / omitted or arising within or without the scope of the contract, sub-contract agency or employment, as the case may be.

15.3.3. Infringement of laws: This Contract shall be governed by and interpreted and construed in accordance with the laws of India. IIST shall not be responsible if the contractor infringes the law or statutes in force during the tenure of the contract.

16.0 SETTLEMENT OF DISPUTES

All disputes arising out of this Contract shall be to the extent possible settled amicably. If amicable solutions cannot be reached, then all the disputes shall be settled by Arbitration as provided in Clause 17.0 of this Contract.

17.0 ARBITRATION

If any disputes, disagreement, questions arising out of or relating to or in consequence of the Contract or to its fulfilment or the validity of the enforcement thereof could not be settled mutually or the settlement of which is not herein specifically provided for, it shall be referred to an one man arbitrator appointed by Director, IIST as per Arbitration & Reconciliation Act of 1996, whose decision shall be final and binding on both the parties.

18.0 APPLICABLE LAW AND JURISDICTION

The Laws of India shall govern this Contract for the time being in force. The Courts of Kerala only shall have jurisdiction to be with and decide any legal matters or dispute whatsoever arising out of the Contract.

Sd/-
Senior Purchase & Stores Officer
For and on behalf of Director, IIST