

SAFDARJUNG HOSPITAL,

NEW DELHI

e-Tender

for

**Outsourcing of Laboratory Diagnostics Facilities through NABL Accredited
Laboratory Diagnostic Setups in New Super Speciality Block of Safdarjung Hospital,
New Delhi.**

AUGUST 2018



(Consultants & Engineers for Mega Hospitals & Laboratories)

E - 6 (A), Sector - I, NOIDA (U.P.) - 201 301 (INDIA)

PHONE : 0120-2542436, 2542437 FAX : 0120-2542447

E- mail : www.hsccltd.co.in

Tender No. Safdarjung/Tender/Lab. Diagnostic Facility/2018/1

All Bidders

Amendment -I

Subject: Outsourcing of Laboratory Diagnostics Facilities through NABL Accredited Laboratory Diagnostic Setups in New Super Speciality Block of Safdarjung Hospital, New Delhi.

IFB No. : Safdarjung/Tender/Laboratory Diagnostic Facility/2018/1 dated 28.08.2018

This has reference to above IFB for subject works.

The following Amendment - I amending the date of availability of tender on line and last date of submission may be noted and to be submitted duly signed & stamp along with tender.

Amended date of tender availability on line – From 07.09.2018

Last date to fill/upload the tender through e –tendering – Up to 15.00 Hrs on 01.10.2018.

Opening date and time through e- tendering – At 15: 30 Hrs on 01.10.2018

All other terms & conditions remain unchanged.

Prospective bidders are advised to regularly scan through HSCC e-tender portal <http://www.tenderwizard.com/HSCC> and HSCC website www.hsccltd.co.in as corrigendum/amendments etc., if any, will be notified on this portal and HSCC website only and separate advertisement will not be made for this.

Sr. Chief General Manager -I, HSCC (I) Ltd.
For & on behalf of Medical Superintendent, Safdarjung Hospital, New Delhi

MINISTRY OF HEALTH & FAMILY WELFARE

SAFDARJUNG HOSPITAL,

NEW DELHI

NOTICE INVITING e-Tender

Dated 28.08.2018

Online Bids are invited on behalf of Medical Superintendent, Safdarjung Hospital, New Delhi from eligible

Name & description of work	Estimated cost (in Rs.)	Bid Security (in Rs.)	Tender available online and Last date to fill/upload the tender through e-tendering
Outsourcing of Laboratory Diagnostics Facilities through NABL Accredited Laboratory Diagnostic Setups in New Super Speciality Block of Safdarjung Hospital, New Delhi. (Completion period – 3 months) Tender No. Safdarjung/Tender/Laboratory Diagnostic Facility/2018/1	20.0 Crore	40.0 Lakhs	From 31.08.2018 to 24.09.2018 up to 15.00 Hrs and opening on 24.09.2018 at 15.30 Hrs.
Outsourcing of Radio Diagnostics Imaging Facilities through NABH (MIS) Accredited Diagnostic Setups in New Super Speciality Block of Safdarjung Hospital, New Delhi. (Completion Period – 4 Months) Tender No. Safdarjung/Tender/Radio Diagnostic Imaging Facility/2018/2	35.00 Crore	70.0 Lakhs	From 31.08.2018 to 24.09.2018 up to 15.00 Hrs and opening on 24.09.2018 at 15.30 Hrs.

contractors/firms for the following works:

For submission & other tender details, please refer detailed NIT on HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. Safdarjung Hospital/HSCC reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through HSCC e-tender portal <http://www.tenderwizard.com/HSCC> and HSCC website www.hsccltd.co.in as corrigendum/amendments etc., if any, will be notified on this portal and HSCC website only and separate advertisement will not be made for this.

Sr. Chief General Manager -I, HSCC (I) Ltd.

For & on behalf of Medical Superintendent, Safdarjung Hospital, New Delhi

MINISTRY OF HEALTH & FAMILY WELFARE

SAFDARJUNG HOSPITAL,

NEW DELHI

Tender No :Safdarjung/Tender/Laboratory Diagnostic Facility/2018/1

Date : 28.08.2018

Detailed E –Tender Information

Online Bids are invited through e-tendering through HSCC (I) Ltd. from the eligible Suppliers/contractors for the following works:

Sl. No.	Name of Work	Estimated Cost (Rs.)	Bid Security (Rs).	Last date to fill/upload the tender through e-tendering	Opening date and time through e-Tendering	Period of Completion
1	Outsourcing of Laboratory Diagnostics Facilities through NABL Accredited Laboratory Diagnostic Setups in New Super Speciality Block of Safdarjung Hospital, New Delhi. (Completion period – 3months) Tender No. Safdarjung/Tender/Laboratory Diagnostic Facility/2018/1	20.00 Cr	40.00Lakhs	Up to 15.00 Hrs on 24.09.2018	At 15:30 Hrs on 24.09.2018	3 Months

The bidder would be required to register at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. The bid document is available online from 31.08.2018. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. The bidders are required to submit **(a)** Original non refundable Demand Draft of Rs. 3,000/- (Rs. Three Thousand only) as cost of tender document , in favour of “ *HSCC India Limited* ” payable at Noida/Delhi **(b)** Original bid security in Performa for bid security Bank Guarantee(Annexure-XIV)/Original DD/FDR in favour of HSCC (I) Ltd. to the office of Sr. Chief General Manager-I HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin201301, before date and time fixed for opening of bid either by registered post or by hand failing which the bid will be declared non-responsive.

Complete set of Tender Documents have been made available at e-tender portal <http://www.tenderwizard.com/HSCC>.

Interested applicant contractors/firms may like to attend the **pre bid meeting** which will be held at 15:00 hrs at 5th Floor, CONFERENCE ROOM, Near M.S. OFFICE, SAFDARJUNG HOSPITAL, NEW DELHI on 18.09.2018.

Safdarjung Hospital /HSCC reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

Prospective bidders are advised to regularly scan through HSCC e-tender portal <http://www.tenderwizard.com/HSCC> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

Sr. Chief General Manager - I , HSCC (I) Ltd.
For & on behalf of Medical Superintendent, Safdarjung Hospital, New Delhi

DISCLAIMER

This document has been prepared by HSCC, on behalf of Medical Superintendent, Safdarjung Hospital, New Delhi. The information is provided to prospective Bidders, who are interested to Bid for Outsourcing of setting up of Laboratory Diagnostic Centre Facilities at Super Speciality Block at Safdarjung Hospital, New Delhi. This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party. The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While HSCC have taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Further Safdarjung Hospital/HSCC do not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein. Safdarjung Hospital reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent. No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

INSTRUCTION TO APPLICANTS

PROJECT NAME : Outsourcing of setting up of Laboratory Diagnostic Centre Facility including supply and installation of medical equipment at Super Speciality Block at Safdarjung Hospital, New Delhi for a period of 05 (Five) years, extendable for further 02 (Two) years on the satisfactory performance of the service provided.

EMPLOYER Medical Superintendent, Safdarjung Hospital,

PRINCIPALEMPLOYER Ministry of Health & Family Welfare, Govt. Of India, New Delhi

1. Scope of Bid :

1.1 Safdarjung Hospital, New Delhi through HSCC (I) Ltd. (the Consultant) invites online e-tenders for the above works detailed as under:

1.2 Brief Details :

ESTIMATED COST

Setting up of Laboratory Diagnostic Facilities : Rs 20.00 Crore

COMPLETION PERIOD 3 Months .

The successful Bidder shall have to provide desired services for a period of 5 Years from the date of written order to commence the services and further the services may be extendable by 2 years based on past performances.

1.3 Tendering is open to all the agencies / firms having sound background and specialization in carrying out similar works.

2.0 PRE-QUALIFICATION CRITERIA:

2.1 Pre-Qualification will be based on meeting all the minimum criteria for pre-qualification and other qualification criteria regarding the Applicant's work experience, personnel and equipment capabilities and financial position as demonstrated by the Applicant's responses threshold in the forms attached to the Letter of Application.

2.2 For Pre-Qualification the applicant: (Refer clause 12.4 of ITB for details)

In case of Consortium/Partnership/Joint venture, the lead member should meet following criteria compulsory OR

In case of no Consortium/Partnership/Joint venture, the bidder should meet following criteria compulsory:

(i) Average annual financial turnover during the last three consecutive financial years [2014-2015, 2015-2016 & 2016-2017] should be at least Rs.10.00 Cr of the estimated cost.

(ii) Experience of having successfully completed similar* works costing not less than the Rs 10.00 Cr for minimum 3 years ending last day of month previous to the one in which tenders are invited.

***Similar nature of works means serving/served of at least NABL accredited Laboratory diagnostic facility satisfactorily in the 300 bedded hospital for minimum 3 years.**

A Certificate from client for running/run of Laboratory diagnostic facility satisfactorily must be submitted along with application. Own works/ Certification of agencies shall not be considered for prequalification.

- (iii) The Company should have positive Net Worth and should not have incurred loss in more than Two years in last Five years ending 31st March 2017 duly certified by the Chartered Account.
- (iv) Valid NABL Accreditation certificate
- (v) Valid DSIR Registration for research

3.0 PERSONNEL, EQUIPMENT AND FINANCIAL CAPABILITIES

3.1 Personnel Capabilities: The firm should have suitable qualified and experienced personnel for the successful completion of the works. List of employees and bio-data of key officials shall be submitted stating clearly how these would be involved in this work. (Applicant to Fill enclosed ANNEXURE – I).

3.2 Equipment Capabilities: The Applicant should submit the list of equipments for successful completion of project. (Applicant to Fill enclosed ANNEXURE -II).

3.3 Financial Capabilities: The Audited Balance Sheets for the last five financial years (2012-2013,2013-2014, 2014-15, 2015-16 & 2016-17) should be submitted and must demonstrate the soundness of the Applicant's financial position showing positive net worth and net profit see ANNEXURE-III). Where necessary, the Consultant (HSCC) on behalf of Employer will make inquiries with the Applicant's bankers (Applicant to fill enclosed ANNEXURE-III).

4.0 EXPERIENCE OF EXECUTING OF PROJECTS OF SIMILAR NATURE & COMPLEXITY

The applicant shall submit information about their past experience in executing projects of similar nature and complexity with information about magnitude of the Projects, Type of Projects, Completion Certificate from Client, Time Overrun if any, Cost over run if any , (Fill enclosed ANNEXURE-IV).

5.0 OTHER INFORMATION TO BE SUBMITTED ALONGWITH TENDER

5.1 Registration/ Licence: The firm should have GST Registration with the appropriate Authorities. In case the firm is not registered at the time of submission of bid, a declaration should be submitted by the firm that they will get themselves registered with the concerned authorities in case they are awarded the work.

5.2 The firm should submit an affidavit duly notarized that they have not abandoned, debarred & blacklisted of any work of Union Government/ State Governments/ PSU's etc. in last two years from date of invitation of bids.

5.3. The applicant should provide information regarding litigation/ Arbitration cases for the last five years as per ANNEXTURE- V.

- 5.4 The applicant shall submit the supporting documents regarding the information given in the ANNEXURE-I to ANNEXURE-X.
- 5.5 Power of attorney of the signatory of the bid to commit the bidder.
- 5.6 The contractor will indemnify HSCC/Safdarjung Hospital/Principle employer/client, as the case may be, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.
- 5.7 **Firm should submit valid NABL/NABH(MIS) Accreditation Certificate and valid DSIR Registration for research.**
- 5.8 Firm should submit **Latest/ Current money receipt of accreditation Fee** for registration/Renewal.
- 6.0 Even though the Applicants meet the above criteria, they are subject to be disqualified, if they have:
- made misleading or false representation in the form, statement and attachments submitted; /or
 - record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc. /or
 - The performance of any agency already worked/ working with HSCC is not found satisfactory./or
 - found to have been black listed/debarred in last two years from date of invitation of bids in any of the works.
- 7.0 The applicants are advised to visit the site to get first hand information as regards its approach, accessibility, working conditions, site conditions, availability of labour and material etc. and other matters affecting cost and work. All costs incurred in connection with submission of the tender shall be borne by the applicant irrespective of the outcome.
- 8.0 If any information furnished by the applicant is found incorrect at a later stage, applicant shall be liable to be debarred from tendering in HSCC. The department reserves the right to verify the particulars furnished by the applicant independently.
- 9.0 Even though the agency meets all the criteria, the Employer / Consultant reserves the right to accept or reject any applicant/disqualify any agency without assigning any reason whatsoever.
- 10.0 UPDATING QUALIFICATION INFORMATION**
- 10.1 Applicants shall be required to update the financial information used for Pre-Qualification as and when asked for, to confirm their continued compliance with the pre-qualification criteria and verification of information provided.
- 11.0 SUBMISSION OF APPLICATION:**
- 11.1 Application for Pre-Qualification must be submitted on line before designated date & time as per Annexure-VII on HSCC e-tender portal <http://www.tenderwizard.com/HSCC>.

12.0 GENERAL

- 12.1 Only agencies / firms who meet the pre-qualification criteria shall be considered for further evaluation.
- 12.2 If a firm submit more than one bid all bids of the party will be rejected.
- 12.3 The Employer / Consultant reserves the right to :
- (a) Reject or accept any application without assigning any reason or incurring any liability thereof
 - (b) Cancel the tendering process and reject all applications/tenders
 - (c) Split the works into different packages if required
 - (d) Amend the scope and value of any contract under this project, in such event the bids will only be called from those pre-qualified applicants who meet the requirements of the contract as amended.
- 12.4 The tenderer shall clearly specify whether tender is submitted on behalf of his own or on behalf of a partnership firm or company. The bidder/members of consortium/Partnerships must be a legal entity registered in India under the Companies Act, 1956, having registered office and operations in India. Copy of Certificate of Incorporation issued by Registrar of Companies is to be submitted. In case the tender is submitted on behalf of partnership firm or company, the tenderer should enclose the certified copy of **Partnership Deed** (in case of Partnership Firm) or copy of Memorandum of Association (In case of Partnership Firm) or copy of Memorandum of Association (In case of Company) along with Authorization Letter to sign/participate in the tender and also to deal with the Hospital Authorities after award of contract. ***No partnership deed will be accepted after submission of Tender bid.***The individual signing the quotation form or any document forming part of the contract on behalf of another or on behalf of firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authorized to bind other such person of the person of the firms as the case may be in all matters pertaining to the contract including arbitration clause. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time the Government may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In case of registered/unregistered Partnership Firm, all the partners should sign quotation

12.5 No correspondence either from successful / pre-qualified applicant or unsuccessful applicant will be entertained in this regard.

12.6 Check list format attached at Annexure X must be filled and enclosed online along with the supporting documents in your application.

**Sr. Chief General Manager -I
For & on behalf of HSCC (I) Ltd.**

LETTER OF APPLICATION

[NOTE : On the letterhead paper of the applicant including full postal address, telephone no., fax no., telex no. and cable address]

Date : _____

To,

HSCC (I) Ltd.

Plot No. 6(A), Block (E), Sector-I

NOIDA, U.P.-201301

Sirs,

1. Being duly authorised to represent and act on behalf of (hereinafter referred to as "the Applicant") and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby apply to be pre-qualified by yourselves as a bidder for the :

Setting up of Laboratory Diagnostic Facilities including supply and installation of Medical Equipment at Super Specialty Block, Safdarjung, New Delhi

Tender Number	Client Name
-----	Safdarjung Hospital, New Delhi.

2. Attached to this letter are copies of original documents defining:

(a) the applicants legal status

(b) the principal place of business

(c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)

(d) application form no. 1 to 8 and Annexure X.

3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization or any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. Your agency and its authorized representatives may contact the following persons for further information:

General, Personnel, Technical and Financial Enquiries	
Contact 1 :	Telephone 1 :
Contact 2 :	Telephone 2 :

5. This application is made in the full understanding that:
 - (a) Bids by pre-qualified applicants will be subject to verification of all information submitted for pre-qualification at the time of bidding

 - (b) Your agency reserves the right to :
 - amend the scope and value of the contract / bid under this project ; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements ; and

 - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof ; and
 - (c) Your agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant

6. The undersigned declare that statements made and the information provided in the duly completed application are, true and correct in every detail.

Sealed & Signed
Name
For and on behalf of

APPLICATION FORM NO. 1

GENERAL INFORMATION

All individual firms applying for pre- qualification are requested to complete the information in this form. Information to be provided for all owners or APPLICANTS who are partnerships or individually-owned firms.

1.	Name of firm
2	Head office address
3	Telephone Contact
4	Fax E-mail No.
5	Place of incorporation/ Year of incorporation/ registration Registration

Authorized Signatory of bidder

APPLICATION FORM NO. 2

STRUCTURE AND ORGANIZATION

1. Name & address of the applicant
2. Telephone No. / Telex No. / Fax No.
3. Legal status of the applicant (attach copies of original document defining the legal status)
 - (a) An individual
 - (b) A proprietor firm
 - (c) A firm in partnership
 - (d) A Limited Company or Corporation.
4. Particulars of registration with various Government bodies (attach attested photocopy)

Organisation /Place of registration	Registration No.
-------------------------------------	------------------
5. Name and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorised to act for the organisation
7. Was the applicant ever required to suspend the work for a period of more than six months continuously after you commenced the work? If so, give the name of the project and reasons of suspension of work.

8. Has the applicant ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.

9. Has the applicant ever been debarred / black listed for tendering in any organisation at any time? If so, give details.

10. Has the applicant ever been convicted by a court of law? If so, give details.

11. Any other information considered necessary but not included above.

Authorized Signatory of bidder

PERSONNEL CAPABILITIES

Sl. No.	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience	Remarks

Authorized Signatory of bidder

EQUIPMENT CAPABILITIES

Sl. No.	Name of Equipment	Nos.	Capacity or Type	Age	Condition	Remarks

Authorized Signatory of bidder

FINANCIAL CAPABILITIES

(Rs. In lacs)

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2014-2015	Rs.
2015-2016	Rs.
2016-2017	Rs.
Average Annual Turnover over the past three years	Rs.

Financial Information in Rs. Equivalent	For year 2012-2013	For year 2013-2014	For year 2014-2015	For year 2015-2016	For year 2016-2017
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

NOTE : The above data is to be supported by audited balance sheets

1. Attach copies of audited balance sheets for all five years (2012-2013, 2013-2014, 2014-2015, 2015-2016 & 2016-17)
2. Attach recent solvency certificate from bankers.
3. Indicate financial arrangements for carrying out the proposed work.

Authorized Signatory of bidder

EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY

(During last seven years ending last day of month previous to the one in which applications are invited)

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference may be made	Remarks

NOTE : Please attach supporting documents (completion certificates along with order copies) for the above information

Authorized Signatory of bidder

Litigation Details

Court Cases/arbitration

Name of Bidder

Year	Name of the work	Name of the Client, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Authorized Signatory of bidder

APPLICATION FORM NO. 8

Annexure - VI

Technical Compliance : This information to be filled in as per the following format by all the bidders for each System bid by them and duly signed and to be submitted along with the techno-commercial bid:

Item Ref. (1)	Tendered equipment as per Annexure-XII (2)	Compliance of equipment (3)	Non-Compliance if any (4)	Remarks for Sr.No.(4) (5)

The information given above is factual & based on product specification details as per the latest catalogues/ product data sheets and technical literature enclosed.

Signature of the bidder & seal:

Documents required for prequalification bid

1. Valid NABL Accreditation certificate.
2. Valid DSIR Registration for research.
3. Latest/Current money receipt of accreditation Fee for Registration / Renewal.
4. PAN Card duly attested.
5. Registration Certificate of laboratory.

Date:

Place:

Authorized Signatory of bidder

TENDER FORM FOR OUTSOURCING OF LABORATORY INVESTIGATION SERVICES

1. Due date for Tender.....at.....hours.
2. Opening Time and Date of Tender.....at.....hours.
3. Name, Address of Bidder/Firm/Laboratory and Telephone Number.....
4. Registration Number of the Bidder/Firm/Laboratory.
5. Name, Designation, Address and Telephone Number of the Authorised person of Bidder/Firm/Laboratory to deal with

6. Please specify as to whether, A _____ .B _____ is a sole proprietor/partnership/company. No. of Partners /Directors should be specified
_____ C _____ D _____
7. PAN Income Tax Department:
8. GST No:
9. Provident Fund Account No:
10. ESI No:
11. Licence No. under Contract Labour (R&A) Act:
12. Details of Earnest Money deposited:
 - A. Amount Rs.....(Rupees in words)
 - B. Fixed Deposit Receipt No/Bank guarantee No./DDNo:
 - C. Date of Issue;
 - D. Name of the issuing Authority:
13. Date of accreditation with NABL:

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

(SIGNATURE OF THE TENDERER)
Name and Designation.....
Address:.....

FORMAT OF UNDERTAKING FOR IMAGING DIAGNOSTIC SET-UP/LABORATORY INVESTIGATIVE SERVICES
(To be submitted on stamp paper of Rs.100/-)

To

Medical Superintendent,
Safdarjung Hospital,
New Delhi.

1. I, the undersigned, certify that I have gone through all the terms and conditions mentioned in the tender documents and undertake to comply with them.
2. The rates quoted by me/us are valid and binding on me/us for acceptance for the entire period of contract.
3. I, the undersigned hereby bind myself to the Medical Superintendent, Safdarjung Hospital, New Delhi for outsourcing of OPD Diagnostic Laboratory Investigative services at Medical Superintendent, Safdarjung Hospital, New Delhi during the period of contract.
4. Performance Security Money deposited by me/us viz,.....pledge in favour of Medical Superintendent, Safdarjung Hospital.....shall remain in custody of the Medical Superintendent, Safdarjung Hospital,and should remain valid for a period of 60 days beyond the date of completion of all contract obligations.
5. I, will be wholly responsible for outsourcing of Laboratory Investigative Services of OPD&IPD patients, (except patients who are BPL card holders, CGHS beneficiaries and tests for student's academic purpose) at Medical Superintendent, Safdarjung Hospital,.....and will ensure deployment of adequate persons to provide efficient service.
6. I will carry out the Laboratory diagnostic Services of OPD&IPD patients, (except patients who are BPL card holders, CGHS beneficiaries and tests for student's academic purpose) at Medical Superintendent, Safdarjung Hospital exclusively,.....and will ensure services for patients of Safdarjung hospital only and not for other patients outside hospital .
7. **There is no case/litigation pending against our Firm by any Govt. Agency regarding any services as on today. Further the Laboratory has not been blacklisted by any Government agency/department. I/We also hereby certify that my/our Laboratory has not been blacklisted in the past by any Govt./Pvt. Institution.**
8. I shall abide by Minimum Wages Act, Contract Labour Act, PF, ESI, Bonus, and Gratuity as applicable from time to time of the workers employed for said services.
9. I shall responsible for health and injury caused to the staff while on duty and also for the behaviour and conduct of the staff while on duty in this hospital.

10. I shall abide all the rules under Biomedical Waste Management Rules as per State Pollution Control Board/committee.
11. Any damage to hospital property, if any, due to lapse on my part/my staff shall be recovered from me.
12. Should any lapse occur on my part or on my staff while discharging the services the hospital authorities may cancel my contract and award the work to another agency and the costs difference may be recovered from me and can forfeit performance security.
13. In the event of my breach/violation of terms and conditions, the Competent Authority is at liberty to terminate my contract and forfeit the performance security money deposited by me.
14. That the firm has not been blacklisted/debarred from participating in tender by any institution (Govt. Public).
15. The decision of Medical Superintendent, Safdarjung Hospital, New Delhi will be binding upon me.
16. The conditions herein contained shall form part of and shall be taken as included in the agreement itself.

(SIGNATURE OF THE TENDERER WITH SEAL OF THE AGENCY)

CHECK - LIST**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID****TECHNICAL PACKAGE - Part I**

S.No	Name of Document	Mode of Submission	Page No.
1.	Original Non-refundable Demand Draft of Rs. 3,000/- (Tender Fee)	In Original at HSCC Noida & Copy Online	
2.	Original Bid Security - in Performa for bid security bank guarantee, as per Annexure –D of Vol.- III (SCC)/Original DD in favour of HSCC (I) Ltd.	In Original at HSCC Noida & Copy Online	

TECHNICAL PACKAGE - Part II

S.No	Name of Document	Mode of Submission	Page No.
1.	Checklist for the enclosed documents as per the format attached (Annexure VII)	Online	
2.	Letter of Application as per the format attached	Online	
3.	General Information Details as per the format attached (Form No.- 1)	Online	
4.	Structure & Organization Details as per the format attached (Form No.- 2)	Online	
5.	Personal Capabilities as per the format attached (Annexure – I) and as per clause 3.1	Online	
6.	Equipment Capabilities as per the format attached (Annexure – II) and as per clause 3.2	Online	
7.	Financial Capabilities as per the format attached (Annexure -III) and as per clause 3.3	Online	
8.	Minimum Solvency Certificate as per Clause no. 2.2 (iii)	Online	
9.	Experience of executing of Projects of Similar Nature & Complexity (Annexure –IV) and as per clause 2.2 (ii) & 4.0.	Online	
10.	Affidavit – duly notarized as per Clause no. 5.2	Online	
11.	Litigation History/ Arbitration History (Annexure - V)	Online	
12.	Power of Attorney of the signatory of the bid as per clause 5.5	Online	
13.	Copies of GST Registration or undertaking in this regard as per Clause no. 5.1	Online	
14.	Indemnification to Safdarjung Hospital/ HSCC - as per Clause no. 5.6	Online	

15	Item wise Technical Compliance Statement wrt. List of equipment as per(Annexure-VI)	Online	
16.	Documents required for prequalification bid as per (Annexure-VII)	Online	
17	Tender Form as per (Annexure-VIII)	Online	
18	Format of undertaking for imaging diagnostic set-up/laboratory investigative services as per (Annexure-IX)	Online	
19	Bid documents, as listed in Notice Inviting Bids excluding the Bill of Quantities but including All amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any duly authenticated by digital signature	Online	

FINANCIAL PACKAGE COMPRISING OF:

S.No	Name of Document	Mode of Submission	Page No.
1.	Financial bid (Bill of Quantities)	Online	

Note:- All documents as above to be submitted on line. In addition (a) Original non refundable Demand Draft of Rs. 3,000/- (Rs. Three Thousand only) as cost of bid document, in favour of “ HSCC India Limited “ payable at Noida/Delhi (b) Original bid security in Performa for bid security bank guarantee, as per Annexure –XIV or Original DD in favour of HSCC (I) Ltd. to the office of Chief General Manager , HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin- 201301, before date and time fixed for opening of bid either by registered post or by hand failing which the bid will be declared non-responsive.

GENERAL CONDITIONS TO THE TENDERER (GIT)

1. Please read the terms and conditions before filling the tender form.
2. Bidder must assess business before participating in tender.
3. Firm should not be blacklisted/debarred from participating in tender by any Government institution from last two years from the date of opening of bid.
4. The tender form for (**Annexure-VIII**) should be clearly filled and no column should be left blank.
5. Each paper of the tender document uploaded online must be signed by the tenderer with seal of Agency/Firm and pages numbered.
6. Bidder shall be abiding by all the terms and conditions of tender document. An undertaking as per **Annexure-IX** should be submitted in this regard.
7. PRICE BID OF ONLY THOSE TENDERERS WHO ARE FOUND TO BE TECHNO-COMMERCIALY RESPONSIVE WILL BE OPENED. Date and time will be informed through website, e-mail and registered letter. Bidder wishing to present on the occasion may attend the same.
8. All the documents of the firm and details of Laboratory uploaded by the tenderer should bear the same name and address.
9. The bidder shall deposit Bid Security (Earnest Money Deposit) for in the form of Bank Guarantee/FDR/DD issued in favour of Medical Superintendent, Safdarjung Hospital New Delhi drawn on any scheduled/nationalized bank payable at Delhi/Noida. Original Earnest Money Deposit (EMD) should be put in the tender box placed at **HSCC India Ltd., E -6A Sector 1 Noida, U.P.-201301 upto 2.00 P.M. P.M. on 01.10.2018.**

The bid security shall remain valid for a period of six months. Bid securities of the unsuccessful bidders will be returned to them at the earliest after the expiry of the final bid validity and latest on or before 30 days after the award of the contract. The EMD of successful bidder will be adjusted towards Performance security. No interest on EMD deposited will be charged by the bidder.

The tenders shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the tenderers may be requested to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

10. Following information should be indicated on the envelope for original EMD and Undertaking:-

- a. Closing date of tender.....time.....
- b. Tender for outsourcing of Laboratory investigative services.
- c. Name of the Bidder/Firm.....

11. Bidder/Firm/Laboratory should have NABL accreditation for 3(three) years with experience in Pathology, Microbiology, Biochemistry. Bidder should also have DSIR registration for research.

12. The successful bidder shall be required to furnish a performance security within 15 days of receipt of 'Letter of Award' @5% of project cost in the form of a Fixed Deposit Receipt/Bank guarantee/DD from a nationalized or commercial bank in favour of Medical Superintendent Safdarjung Hospital & VMMC, New Delhi. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall be adjusted towards performance security. No interest on the performance security deposited will be charged by the bidder/firm.

13. **No service charges will be given to the bidder/firm/Agency for providing Laboratory Investigative services to the Hospital.**

14. Income Tax will be deducted as per Government Guidelines.

15. Possession certificate as per Annexure –XII required to be signed by successful bidder.

16. Payment and accounting: See details in "General Conditions of Contract."

17. Profit sharing – See details in "General Conditions of Contract."

General Conditions of Contract

1. Any person who is in Government service or an employee of the department should not be a partner to the contract by the bidder directly or indirectly in any manner whatsoever.
2. The Laboratory Diagnostic Set-up shall have to arrange for the collection and transportation of the samples from the Hospital to Hospital Laboratory at his own cost. The collection and transportation everyday should be under ideal conditions specific for the samples and as per prescribed norms of accreditation. Routine samples drawn/obtained from patients of **OPD, IPD & Paid wards** must be collected from 8.30 AM to 3PM. Report should be despatched within 24 hours. Every day and in case of any emergency investigations the samples must be collected as and when informed telephonically round the clock. The contact number of the Bidder/Firm/Tenderer for this purpose shall have to be furnished in his tender. **Laboratory Diagnostic Set-up** shall have to provide vacuum containers/containers for all samples outsourced. The samples are to be received along with requisite requisition slips. **All consumables required will be arranged by the service provider.**

3. Overall single discount offered in % (Over and above minimum 15% discount to be offered on prevalent CGHS rate). Highest discount offered by the service provider will be selected for award.
4. The service provider of Laboratory Diagnostic Set-up shall be responsible for testing the samples of all OPD/IPD patients. Services to CGHS and BPL patients will be provided only if the required test is/ are not available in the institutional laboratory.
5. The service to BPL patients shall be provided free of cost on the recommendation of Safdarjung Hospital.
6. **For CGHS patients, the firm will claim reimbursement from CGHS.**
7. The space for running the Laboratory Diagnostic Set-up will be provided by the institute (Safdarjung Hospital, New Delhi) in the hospital premises. The necessary infrastructure and internal finishing for installation testing, commissioning and running of the Laboratory Set-up shall be done by the Bidder/Firm on turnkey basis. The water and electricity bill shall be paid by the Bidder/Firm.
8. Safdarjung Hospital, New Delhi will allow use of electricity and standby source of power (Generator set capable of catering to the power requirement) and water for which service providers shall pay consumption charges as per prevailing rules of energy supplier. Service provider shall apply for the installation of separate electric meter in its name and the installation charges for such a connection shall be borne by the service provider. The service provider shall make payment of energy consumed for the diagnostic facility directly to energy supplier as per rules.
9. The Laboratory Diagnostic Set-up should be made fully operational maximum by 3 months including lab furnishing, installation of brand new equipments as per **Annexure-XII** as the hospital is going to function soon.
10. All the CGHS listed tests (as provided in **Annexure-XI**) shall be carried out by the service provider in the provided laboratory premises of the institute. The performance of the laboratory will be under the supervision of the respective departments of Safdarjung Hospital, New Delhi.
11. The service provider should carry out Laboratory Diagnostic services for the patients of Safdarjung hospital only. They should not allow patients outside Safdarjung hospital at their Laboratory Diagnostic set up in SSB Safdarjung hospital for services.
12. The report should contain the name of respective deptt. Of Safdarjung Hospital, New Delhi.
13. The Laboratory Diagnostic Set-up shall have to send/deliver the reports within the suitable turnaround time. In emergency case reports may also be asked/communicated telephonically and to be followed by delivery of written reports, the reports shall have to be prepared in duplicate out of which one copy should be delivered to the patient and the second copy shall be kept as records in the set-up.
14. The data generated through the laboratory covered in this contract will be the intellectual property of the institute (Safdarjung Hospital, New Delhi). All equipment will be connected with HMIS and PACS system available in the institute to have the facility of data/ report availability online, hence the equipment to be provided should be HMIS and PACS compliant.
15. The disposal of the biomedical waste generated during collection of samples in the hospital should be done as per State Pollution Control Committee and shall be the responsibility of the Bidder.
16. **Quality Control Data validation and Reporting for Laboratories will be done by the respective Lab. Department Doctors of Safdarjung Hospital on daily basis.**
17. The service provider of Laboratory Diagnostic Set-up must continue to remain accredited during the term/tenure of the contract. If accreditation is cancelled during the contract period, his contract will also be cancelled without any notice.
18. **Laboratory Diagnostic Set-up in the Hospital must be NABL accredited within one year of setting-up and continued to do so throughout the terms of the contract. Services of Laboratory Diagnostic Set-up in the hospital to be provided as per NABL guidelines. Staff deployed by the bidder/firm and their qualification will be verified by Safdarjung Hospital.**

19. The service provider of Laboratory Diagnostic Set-up shall submit an undertaking that the charges quoted are not higher than they have quoted in any Government Hospital.
20. In every case in which by virtue of the provisions of the Workman's Compensation Act, the Government of India is obliged to pay compensation to such person employed by the bidder in execution of the work, the Institute/Government will be entitled to recover from the service provider of Laboratory Diagnostic Set-up the amount of compensation so paid.
21. The service provider of Laboratory Diagnostic Set-up shall indemnify the Department against all other damages/charges and expenses for which the Government may be held liable or pay on account of the negligence of the Laboratory or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
- 22. For Laboratory Diagnostic Set-up, the contract will be awarded initially for a period of Five years extendable for further two years on the same terms & conditions, on mutual consent of both the parties and satisfactory performance of the bidder.**
23. Medical Superintendent, Safdarjung Hospital, New Delhi (MS) or person authorised by MS, reserves the right to terminate the contract without assigning any reason by giving to the bidder one calendar months' notice, the contract shall come to an end without prejudice for any right of remedy that may be accrued to other party by reason of any incident which of any terms thereof. Such notice may be signed on behalf of Medical Superintendent, Safdarjung Hospital, New Delhi. **If after one month notice the firm does not vacate the premises of Safdarjung Hospital, penalty @Rs.50,000/- per day will be imposed on the firm.**
24. If any information documents furnished by Bidder are found to be incorrect/fake/forged at any time, the contract shall be terminated without any notice and the Performance Security will be forfeited.
25. In case the service provider of Laboratory Diagnostic Set-up fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and condition of the contract, Medical Superintendent (MS) or person authorised by MS, reserves the right to impose the penalty as detailed below:-
 - (i) 2% of the expected expenditure per week, up to 4 weeks after completion period.
 - (ii) After 4 weeks, Medical Superintendent, Safdarjung Hospital, New Delhi (MS) or person authorised by MS, reserves the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting will attract penal action as per clause stated in (i) above and difference if any, will be recovered from the bidder.
 - (iii) The Performance Security deposited by the Agency will be forfeited against termination of contract or any breach of contract.
- 26. Main laboratory facility of Service provider should not be more than 15 km from Safdarjung hospital.**
27. The service provider of Laboratory Diagnostic Set-up shall maintain all the relevant records, registers and documents are required by the Labour Department Regional Provident Fund Commission and Employees State Insurance Corporation or other local bodies/ Govt. bodies as per the existing rules or as amended from time to time.
28. In case of any violation of statutory provision under Labour laws /BMW rules or otherwise on behalf of the service provider, there will not be any liability on Hospital Authority.
29. In the event of any dispute arising in connection with the interpretation of any clause in the terms and condition of contract, agreement, or otherwise the matter shall be referred to the Medical Superintendent, Safdarjung Hospital, New Delhi.
 - (i) If any complaint of misbehaviour and misconduct comes into the knowledge of the Medical Superintendent then all such responsibility shall be of the bidder. He will be responsible to make good for the losses so suffered by the department. Smoking and consumption of alcohol will be strictly prohibited at the place of work. **Unauthorised financial transactions will be strictly prohibited at the place of work.**
30. The service provider of Laboratory Diagnostic Set-up shall be responsible for any type of statutory/mandatory claims or penalties arising out of default in results of Investigation.

31. The department shall not be liable to provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the Hospital at any time.
32. The service provider of Laboratory Diagnostic Set-up shall for provide proper services and ensure of the following:
 - i) That daily worksheet shall be prepared which should tally with results; Missing report of investigation shall be made available by laboratory at its own cost/effort within reasonable time without inconvenience to patient.
 - ii) That any specific task related to Investigations assigned to the service provider of laboratory by the Medical Superintendent or any officer authorized by him is carried out by the service provider diligently and well in time.
 - iii) That any dispute /difference arising out or relating to this contract including the interpretation of the terms will be resolved through discussion and if not so then the matter may be referred to the Medical Superintendent, Safdarjung Hospital, New Delhi.
 - iv) The service provider of Laboratory Diagnostic Set-up shall seek instruction from Medical Superintendent, Safdarjung Hospital, New Delhi or any other officer authorized by him for the purpose, hereinafter referred to as Authorised Officer.
 - v) The service provider of Laboratory Diagnostic Set-up shall also be fully responsible for any loss of materials and property etc. of the institute attributable to the negligence or failure in complying with the prescribed procedure. All such losses suffered by the Hospital/Institute on this shall be compensated in full by the Laboratory. The Laboratory Diagnostic Set-up shall submit the complete documents of the staff deployed for sample collection in the Laboratory which will include Name, Age, Sex, Address, Qualification, Experience Certificate, Medical Fitness, recent photographs, duly attested by the Bidder.
 - vi) **Staff of the bidder/firm will mark their attendance through Biometrix system which will be arranged by the bidder/firm.**
 - vii) **The service provider should allow maximum 30 (thirty) numbers of cases Free of cost per month for laboratory on recommendation of MS Safdarjung.** The Medical Superintendent, Safdarjung hospital or any committee nominated by him or Ministry of Health & Family Welfare, Govt. of India will reserve absolute right in this regard.
 - viii) **The investigation facility shall have to function for patient care for 24x7 throughout the year and also provide emergency services on-call basis.**
 - ix) The service provider shall ensure a minimum of 95% uptime of each equipment.
33. The Hospital reserves the right to change the place of duty for collection of sample and also has the right to ask for replacement if a particular Staff is not found to be carrying out the functions satisfactorily. The agency will be bound to replace the same with in the time period assigned by the Hospital authorities.
34. Only those bidders/firms will be considered qualified who can provide all the tests mentioned in the list. **In case any new test added later by the institute, and at rate decided by M.S., Safdarjung Hospital Administration.**
35. The Medical Superintendent, Safdarjung Hospital, New Delhi reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality, Medical Superintendent (M.S.), Safdarjung Hospital, New Delhi further reserves the right to get the work done through some other agencies. Laboratory Diagnostic Set-up will be black listed in the department for a period of two years from participation in such type of tender & his earnest money/performance security may also be forfeited if so warranted.
36. **Payment :**
 - a. Payment for IPD, OPD & PAID WARD patients will be made to the Service provider by the patients.
 - b. Service provider will take reimbursement from CGHS for CGHS beneficiaries.

- c. Payment for BPL patients only will be made to the Service provider by Safdarjungas per agreement at the end of the month unless the tests are performed by institute owned laboratory.
- d. Payment will be collected by the Cashier of Service Provider through HMIS.
- e. At the end of each month, bill will be cleared within seven days of submission by the service provider.
- f. **Payment to the Safdarjung hospital will be made by the Service Provider by 5% of the net collection amount in favour of the institute as 5% revenue sharing in a PPP mode.**
- g. **The bidder should offer minimum 15% discount on prevalent rate of CGHS. Higher discount offered by the Service provider will be selected.**

37. Tax will be reimbursed to the service provider after showing the deposit receipt of the previous month.

38. All Equipment should be compatible with HMIS/LIS/LAN of the Institute.

39. Any additional tests which are added later, M.S., Safdarjung Hospital Administration will decide the appropriate rates as per CGHS/prevaling least medical rates.

40. All the bills will be verified by the Cashier/Accounts Deptt. Of Safdarjung Hospital only and respective deptt. will have no financial and medico-legal implications therein.

41. Resolution of disputes

- a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by **Medical Superintendent, Safdarjung Hospital, New Delhi**. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

46. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

47 Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier/service provider the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier/service provider with the purchaser, pending finalization or adjudication of any such claim. It is an agreed terms of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising out of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier/service provider will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

LIABILITY OF BIDDER/FIRM/TENDERER

1. The institute shall not be responsible financially or otherwise for any injury & accident to the deployed staff in the course of performing the duty.
2. The service provider of Laboratory Diagnostic Set-up shall be liable to make alternate arrangements in case of the absence of any staff deployed for collection of samples. Similarly, the bidder shall have to make alternate arrangements in case of the weekly off. Short leave or meal relief will be permitted to the Laboratory staff deployed when the service provider provides suitable substitute without any extra payment. The bidder has to keep sufficient number of leave reserves.
3. In the event of any breach/violation or contravention of any terms and conditions by the Laboratory Diagnostic Set-up, the said performance security shall be forfeited.
4. The M.S., Safdarjung Hospital reserves the right to cancel/reject in full or part of the tender when tenderer does not fulfil the conditions stipulated in the documents.
5. Tenderer submitting a tender will accept all the terms and conditions of the tender.
6. Any act on the part of the tenderer to influence anybody in the institute is liable for rejection of his tender.
7. The agency will have to arrange the Laboratory Investigative Services as per the requirement of hospital authorities. The collection of samples will be strictly as per the guidelines of accreditation and direction of Hospital and relevant BMW rules.
8. The Laboratory shall provide a non-judicial stamp paper of Rs.100/- for preparing a contract agreement and an undertaking as per the enclosed Proforma.
9. The service provider shall comply with all relevant rules / Acts including the provision of the Minimum Wages Act, 1948, the Contract Labour (R&A) Act, 1970 and other legal and statutory requirements, wherever applicable.
10. Every worker/Staff appointed by the bidder for collection of samples shall wear the prescribed uniform. The Bidder will issue Identity Card and a badge bearing his/her name and designation to the worker, which the worker should wear while on duty. The said uniform, Identity Card and badge shall be provided by the contractor at his own cost. The colour of uniform will be decided by hospital authorities and will be intimated to the bidder at the time of assignment of order.
11. That the staff of service provider shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission.
12. The service providers shall not change any deputed worker during the contract without written information of the Hospital Authority.
13. The service providers shall appoint a qualified PRO/Manager for coordination between the service provider and the Hospital Authorities and should also deal with the public grievances on behalf of service provider.

14. That the staff service provider shall work under overall supervision and direction of the MS/Hospital's Administration.
15. That the service provider shall also be responsible to provide all the benefits viz. P.F., ESI, Bonus, Gratuity, Leave etc., to eligible staff engaged by the Laboratory as per relevant rules.
16. That the service providers shall depute only those persons whose antecedents already verified by the agency and police.
17. The Hospital Authorities shall have the right to ask for the removal of any person of the bidder, who is not found to be competent and orderly in the discharge of his duties.
18. The staff of service provider shall carry out such other duties in the event of fire or any other natural calamities.
19. The service provider shall not engage any Sub-contractor or transfer the contract to any other person in any manner.
20. Performance Evaluation:
 - (a) The Quality assurance of the Laboratory Investigative Services should be ensured regularly as per requirements of NABL.
 - (b) The staff deployed for collection of samples & transportation shall work under the Supervision of the Hospital Authority as per requirement.
 - (c) Appropriate records of all Investigations carried out shall be maintained by the bidder at his own cost and shall be handed over to the institute at the end of every month.
21. The service provider shall be fully responsible for any damage to the staff engaged by the bidder during duty hours, transportation of sample, reports or due to hazardous handling of the samples collection, transportation etc.
22. Bidder shall deploy sufficiently trained (minimum BMLT qualified from reputed Institution) staff for collection of sample Blood and other sample and shall provide the relevant equipment along with gloves, spirit, alcohol, swab, vacuum container, needle destroyer, disinfection solution etc. The bidder shall also provide stationary for carrying out these tests.
23. **All the staff of the service provider working in the Labs. shall report to the respective Doctors In-Charge of the Labs of Safdarjung Hospital, New Delhi.**
24. **Attendance of service provider's staff will be on biometrics machine which shall be arranged by the bidder.**

Penalty clause

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

1. For misbehaving with patients, officers, staff of institute – Rs.5000/- per default.
2. For non-wearing of proper uniform, badge, ID card: Rs.1000/ per default.
3. For causing nuisance/damage to the hospital properties etc.- Three times the market value of such property or Rs.5000/- whichever is higher.

4. False report or deviation of report beyond acceptable limit as per standard practices-Rs.25,000/- on first instance and termination of contract subsequently and performance security will be forfeited.
5. For unauthorized financial transaction -Rs.25,000/- on first instance and termination of contract subsequently and performance security will be forfeited.

Agreement

Successful bidder shall submit Rs.100/- non-judicial stamp paper for preparing a contract agreement.

Date:

Place:

(Signature of bidder)

Name

AddressTel. No.

CGHS TESTS

S.N.	Name of Investigation
1	Urine routine-pH, Specific gravity, sugar, protein and microscopy
2	24 hrs urine for Proteins, Sodium, creatinine
3	Urine Micro albumin
4	Quantitative Albumin /Sugar
5	Urine Bile Pigment and Salt
6	Urine Urobilinogen
7	Urine Ketones
8	Urine occult Blood
9	Urine total proteins
10	Bence Jones Proteins
11	Stool routine
12	Stool Occult blood
13	Post coital smear examination
14	Semen analysis
15	Body fluid (CSF/Ascetic Fluid etc.) Sugar, Protein etc.
	Haematology
1	Haemoglobin (Hb)
2	Total Leucocytic Count (TLC)
3	Differential Leucocytic Count(DLC)
4	E.S.R.
5	Total Red Cell count with MCV, MCH, MCHC, DRW
6	Complete Haemogram-Hb,RBC count and indices, TLC, DLC, Platelet, ESR.
7	Platelet Count
8	Reticulocyte count

9	Absolute Eosinophil Count
10	Packed Cell Volume (PCV)
11	Peripheral Smear Examination
12	Smear for Malaria parasite
13	Bleeding & Clotting Time
14	Clot Retraction Time
15	R.B.C. Fragility Test
16	L.E.Cell
17	Foetal Haemoglobin (Hb-f)
18	Prothrombin Time (P.T.)
19	Partial Thromboplastin
20	Glucose Phosphate Dehydrogenase (G,6PD)
21	Rapid test for malaria (card test)
	Anticardiolipin Antibodies
1	IgG.
2	IgM.
3	IgA.
	Anti Phospholipid Antibodies
1	IgG.
2	IgM.
3	IgA.
	Nutritional Markers
1	Vitamin B.12.
2	Folic Acid
3	HDL Cholestrol
	Tumour Marker
1	PSA-Total
2	PSA-Free
3	AFP

4	HCG
5	CA.125
6	CA19,9.
7	CA 5,3.
8	Carcioembryonic antigen (CEA)
	Bio Chemistry
1	Blood Glucose Random
2	Blood Urea Nitrogen
3	Serum Creatinine
4	Serum Uric Acid
5	Serum Billrubin total & direct
6	Serum Cholesterol
7	Glucose (Fasting & PP)
8	Serum Calcium – Total
9	Serum Calcium – Ionic
10	Serum Phosphorus
11	Total Protein Alb/Glo Ratio
12	S.G.P.T.
13	S.G.O.T.
14	Serum amylase
15	Serum Electrolyte
16	Triglyceride
17	Glucose Tolerance Test (GTT)
18	C.P.K.
19	L.D.H.
20	Alkaline Phosphatase
21	Acid Phosphatase
22	CK MB

23	Lithium
24	Dilantin (Phenytoin)
25	Carbamazepine
26	Valproic acid
27	Feritin
28	Urine pregnancy test
29	Hb A1 C
30	Kidney Function Test
31	Liver Function Test
32	Lipid Profile (Total cholesterol, LDL,HDL, triglycerides)
33	Extended Lipid Profile (Total cholesterol, LDL, HDL, triglycerides , Apo A1, Apo
34	Apo A1.
35	Apo B.
36	Lp (a).
37	LDL
38	Homocysteine
39	Fibrinogen
40	Chloride
41	Magnesium
42	GGTP.
43	Lipase
44	Fructosamine
45	B2 microglobulin
46	Albumin
47	Catecholamines
48	Creatinine clearance
	Hormones

1	T3,T4,TSH
2	T3
3	T4
4	TSH
5	LH
6	FSH
7	Prolactin
8	Cortisol
9	Enteropoetin
10	PTH(Paratharmone)
11	Calcitonin
12	C-Peptide
13	Insulin
14	Progesterone
15	17-DH Progesterone
16	DHEAS
17	Androstendione
18	Growth Hormone
19	TPO
20	Throglobulin
	Microbiology & Serology
1	Smear Gram-stain examination
2	Sputum smear A.F.B. stain
3	Vaginal Smear Examination
4	Direct smear and stain examination for P.Carenii
5	Direct smear and stain examination for P. Carenii
6	LCB Mount for mycology
7	LCB count for others
8	V.D.R.L.

9	TPHA test
10	Widal test
11	Rheumatoid Factor test
12	Culture & Sensitivity –bacterial
13	Culture & Sensitivity- mycology
14	C.R.P.
15	C.R.P. Quantative
16	ASO Titer
17	Quantitative H.C.G.
18	Blood culture & sensitivity – manual
19	Blood culture & sensitivity –automated
20	Vibro Cholera culture
21	Rapid Blood Culture
22	Rapid AFB Culture
23	C.3.
24	C.4.
25	IgG.
26	IgM.
27	IgA.
28	ANA
	Intectuous disease serology
1	HAV.
2	HbSAg-Elisa
3	Anti HBS
4	Anti HBC Total
5	Anti HBC IgM.
6	HbeAg.

7	Anti Hbe.
8	Anti-HCV.
9	Anti-HEV.
10	Triple Marker
	Toxoplasmosis
1	IgG.
2	IgM.
	CMV (Cytomegalo Virus)
1	IgG.
2	IgM.
	HSV
1	IgG.
2	IgM.
3	IgE.
	Tuberculosis
1	TBIgA.
	Rubella
1	IgG.
2	IgM.
3	IgA.
4	Dengue Serology
5	Cysticercosis
6	Hydatic Serology
7	Anti Sperm Antibodies
	RNA
1	HPV Serology
2	Rota Virus Serology
3	Chlamydae antigen
4	Chlamydae antibody
5	Brucella serology
6	Influenza A serology

7	Serum COPPER
8	Serum ceruloplasmin
9	Urinary copper
10	Serum homocystine
11	Serum valproate level
12	Serum phenol barbitone level
13	Coagulation profile
14	Protein C, S anti thrombin –III
15	Serum lactate level
	CSF
1	a. Basic studies including cell count, protein, sugar, gram stain, India Ink
2	b. Special studies
3	Bacterial culture and sensitivity
4	Mycobacterial culture and sensitivity
5	Fungal culture
6	Malignant cells
7	Antibody titre (Herpes simplex, cytomegalo virus, flavivirus, zoster varicella)
8	Lactate
9	Crypto coccal antigen
	Test In Gastroenterology
1	Urinary VMA
2	Urinary metanephrine /Normetanephrine
3	Urinary free catecholamine
4	Serum catecholamine
5	Serum aldosterone
6	24Hr urinary aldosterone
7	Plasma rennin activity
8	Serum aldosterone/rennin ratio

9	Osmolality urine
10	Osmolality serum
11	Urinary sodium
12	Urinary Chloride
13	Urinary potassium
14	Urinary calcium
15	Anti TPO ante body
16	Thyroid binding globulin
17	Serum cotisole
18	24 hr urinary free cotisole
19	Insulin associated antibody
20	IGF-1
21	IGF-BP3
22	Sex hormone binding globulin
23	USG guided FNAC thyroid glad
24	FT3
25	FT4
26	FT4/TSH
27	FT3/FT4/TSH
28	E2
29	Thyro globulin antibody

List of Minimum Equipment Required in brand new for Super-Specialty Block at Safderjung Hospital, New Delhi.

1. Fully Automated Clinical Chemistry Analyzer
2. Trinocular Microscope with fluorescence
3. Cytocentrifuge
4. Automatic Blood Cell Counter
5. Coagulometer
6. Binocular Microscope
7. Urine Analyzer
8. ESR Analyzer
9. Dry Chemistry Analyzer
10. Chemiluminescent Analyzer
11. Centrifuge Machines
12. Cooling Cabinets
13. Refrigerators
14. Micro Centrifuge for PCR Work
15. Hot Air Oven
16. Real Time PCR
17. Fluorescent Microscope
18. Hot Block
19. Cold Centrifuge
20. Horizontal Autoclave
21. BOD Incubators (25 deg. C, 37 deg. C & 42 deg. C)
22. Digital pH Meter
23. VDRL Shaker/Rotator
24. Water Bath
25. Automated Microbial Identification Sensitivity System (Mini Vitek or Equivalent)
26. Automated Bacterial Culture System
27. Elisa Reader & Elisa Washer with Shaker (Fully Automated)
28. Laminar Air Flow
29. Micropipettes (0.5-1000)
30. Biosafety Cabinet
31. Deep Freezer (-80 deg.C)
32. Deep Freezer (-20 deg.C)
33. Automated TB Culture System

Note: Any other equipment required as per the test menu is the responsibility of the Service provider. Installed equipment should have capacity to provide all the tests mentioned in the list as per Annexure-XI.

Minimum Manpower Required for Super-Specialty Block at Safderjung Hospital, New Delhi.

Morning Shift	Evening Shift	Night Shift
15	18	15

- The phlebotomists/collection of samples shall be the responsibility of the service provider and not included in the above.

Possession Certificate

Whereas it has been decided by the Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi vide Order No. _____ that a Diagnostic Centre would be set up in the Safdarjung Hospital & VMMC, New Delhi premises under Public Private Partnerships by _____ of _____ (service provider) to provide Standard Diagnostic Services in accordance with the Agreement executed on _____ between the aforesaid service provider and AIIMS.

Whereas in terms of the aforesaid Agreement executed, Safdarjung Hospital & VMMC, New Delhi is required to provide adequate rent free space to the above service provider to set up the Diagnostic centre.

Whereas the cover space in total area of _____ square feet as indicated in the enclosed site map, within the premises of _____ Safdarjung Hospital & VMMC, New Delhi has been identified as the project site in respect of the Diagnostic Centre referred to above.

Now in keeping with the Agreement aforesaid, the right of occupancy of the space, details of which are indicated in the site map is hereby handed over to _____ (service provider) on the following terms and conditions.

1. The ownership of the project site remains with Safdarjung Hospital & VMMC, New Delhi and the private sector partner shall have only occupancy right to the project site for running Diagnostic Centre till such date as the agreement executed between Safdarjung Hospital & VMMC, New Delhi and service provider shall remain valid.
2. No encumbrance of any nature shall be created in the project site.
3. The occupant shall not do anything, which would be prejudicial to the soundness and safety of the property or reduce the value thereof.
4. The occupant shall not sell, transfer or rent out this project site for any purpose whatsoever and this site will be used exclusively for Diagnostic Centre by the service provider.
5. The occupant shall in respect to the said project site be subject to the provisions of the said agreement and shall comply strictly with the covenants, conditions and restrictions set forth in the agreement with Safdarjung Hospital & VMMC, New Delhi.
6. The occupant shall vacate the project site in the event of the termination of the agreement or at the end of 5 years whichever is earlier.

(Signature)

Date:

Medical Superintendent,
Safdarjung Hospital & VMMC, New Delhi

Received the possession of the above mentioned project site on this day of _____ and solemnly declare that I shall abide by all the terms and conditions of the agreement as well as the terms mentioned in this certificate.

(Signature of service provider)

Date:

Name of the service provider:

Address:

PROFORMA FOR BID SECURITY BANK GUARANTEE

(To cover payment of Bid Security and Conditions of Contract)

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To

M/s HSCC (India) Ltd.,

Plot No. 6(A), Block E, Sector 1,

NOIDA - 201 301.

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs.(Rupees
.....) in lieu of payment from M/s
..... having its /their registered office at
.....

(hereinafter called the Bidder) towards Bid Security in respect of your Tender no.
..... calling for Tender forat
..... and for due fulfilment of the terms and conditions of the said Tender,
we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs
..... (Rupees).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of
any breach or non observance on the part of the Bidder of any terms and conditions of the said Tender, we
shall on demand and without cavil or argument, and without reference to the Bidder, irrevocably and
unconditionally pay you in full satisfaction of your demand the amounts claimed by you, provided that our
liability under this guarantee shall not at any time exceed Rs (Rupees
.....).

This guarantee herein contained shall remain in full force and till you finalise the Tender and select the
Tender as per your choice and it shall in the event of the said Bidder being selected and entrusted with the
said work, continue to be enforceable till the said Bidder executes the Agreement with you and
commences the work as stipulated under the terms and conditions of the said Tender have been fully and
properly carried out by the said Bidder and accordingly discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or non observance of
the terms and conditions of the said Tender shall be final and binding on us.

We under take to pay the Consultant any money so demanded by the Consultant notwithstanding any
dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any Court or
Tribunal relating thereto, our liability under this present being absolute and equivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there
under and the Contractor(s) shall have no claim against us for making such a payment.

This guarantee shall continue to be in full force and effect for a period of 210 days from the date of
submission of Bid. Notwithstanding the above limitations, we shall honour and discharge the claims
preferred by you within thirty days of expiry of this guarantee.

We shall not revoke this guarantee during its currency except with your previous consent in writing. This
guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm. Your

neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

Dated this day of

Yours faithfully,

For

Signature & seal of the Bank (Authorised Signatory)

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

Medical Superintendent,
Safdarjung Hospital,
New Delhi

Dear Sir,

In consideration of the **Medical Superintendent, Safdarjung Hospital, New Delhi** for the (hereinafter called 'Employer') having awarded to M/S _____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits) a Contract No _____ in terms of the Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ 5% percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or

otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of _____ which is after completion of 60 months of contract.
8. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anyway may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
11. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ which is after completion of 60 months of contract

and unless a claim is made on us within 3 months from that date, that is before _____
all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged
from our liabilities there under.

Dated _____ day of _____ 20

For and on behalf of Bank.

Issued under seal :

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 20_____ between Medical Superintendent, Safdarjung Hospital, Ministry of Health & Family Welfare, Govt. of India New Delhi(hereinafter called "The Employer") and M/s (hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz **Outsourcing of Laboratory Diagnostic facilities including supply & installation of Medical Equipment through NABL Accredited Laboratory Diagnostic Setups in New Super Speciality Block of Safdarjung Hospital, New Delhi** and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (a) The Letter of Award;
 - (b) The said Bid;
 - (c) Conditions of Contract;
 - (d) Instructions to Tenderers;
 - (e) The list of equipment and Specifications of products and services to be provided;
 - (f) The Drawings;
 - (g) The Priced Bill of Quantities;
 - (h) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said

Binding Signature of [HSCC] for and on behalf of Safdarjung Hospital, New Delhi

Binding Signature of Contractor

In the presence of

Witness (1) :

Witness (2) :