

## **NOTICE INVITING TENDER**

Sealed tender in two parts (Technical Bid-A and Financial Bid-B) are invited for HOSPITAL OPERATIVE CSSD SERVICES. The Tenderer should have three years experience in operation / Supply of CSSD products or services in a 200 bedded Government or Private Hospital. The annual turnover of Tenderer should be Rs. 1 Crore per annum in the last three preceding years.

Detailed Advertisement along with Tender document can be downloaded from Institute website [www.ssphpgtinoida.com](http://www.ssphpgtinoida.com) from 01 June 2017 to 30 June 2017. The last date of submission of tender document is 30 June 2017 up to 4.00P.M. Tender should be submitted at Administrative Block Super Specialty Paediatric hospital and Post Graduate Teaching Institute, Sector -30 Noida 201303 .

**DIRECTOR**

Advt. No.: S-17-18/08/01

Dated ; 17.05.2017

## **TENDER NOTICE**

### **Hospital Operative CSSD Services**

Sealed tenders in two parts (Technical Bid part A- and Financial Bid part- B) are invited for the following services:

Name of Services	Tender fee (Rs.)	Date of availability Tender document	Last date of receipt of Tenders	Opening date of Tender	Estimated contract value
Hospital Operative CSSD Services	Rs.1000/- + 5% tax i.e. 1050/- (Non-refundable)	From 01.06.2017 To 30.06.2017	30.06.2017 up to 4.00 PM	05.07.2017 At 10.00 A.M.	Rs. 1.50 Crore

#### Eligibility of Tenders:

The Tenderer should have three years experience in operation / Supply of CSSD products or services in a 200 bedded Government or Private Hospital. The annual turnover of Tenderer should be Rs. 1 Crore per annum in the last three preceding years.

All tender forms duly filled along with tender fee of Rs.1000/- + 5% tax i.e. 1050/- (Non refundable) in the shape of Bank Draft of a Scheduled Bank drawn in favour of Director, **Super Specialty Paediatric hospital and Post Graduate Teaching Institute**, Noida payable at Noida must reach the office of the Director, **Super Specialty Paediatric hospital and Post Graduate Teaching Institute, sector-30, Noida, Gautam Buddh Nagar ,U.P. .**

The (Technical bid) shall be opened at 10.00 A.M. on 05.07.2017 in the presence of the Tenderers or their authorized representative who want to be present there, and in the event of the said date being declared, a holiday, it shall be opened at the same place and time on the next working day. Those found eligible in the Technical Bid shall be intimated separately regarding opening of the Financial bid.

**Tender Forms not accompanied by TENDER FEE, EMD and Technical Bid or Financial Bid shall summarily be rejected, and technical evaluation of the Tender will not be done.**

The Director, SSPHPGTI, Noida reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

DIRECTOR

## **IMPORTANT**

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

- I. Instructions to Tenderer ( Page No. 5 to 8 )
- II. General Terms and Conditions for the Successful Tenderer and Performance Indicator ( Page No. 9 to 20)
- III. Special terms & conditions and scope of work ( Page No. 21 to 24 )
- IV. Technical Bid (Part – A) (Page No. 25 to 30)
- V. Financial Bid (Part – B) (Page No. 31 to 35)

## **SECTION –I INSTRUCTION TO TENDERER**

Technical Bid and Financial Bid of tender document must be sealed in two separate envelopes i.e. Technical Bid should be sealed in envelope “A” and Financial Bid should be sealed in envelope “B” separately. Both envelopes “A” & “B” should be placed together in a bigger envelope “C” and seal this “C” envelope. Write “Tender for Hospital Operative CSSD Services” on top of envelope “C”. Sealed Tender shall be addressed to the Director, SSPHPGTI, NOIDA, RSD Cell, SSPHPGTI, NOIDA- 201303. Tender should be deposited on or before **30.06.2017** up to 4.00 PM. The tender would be **opened on 05/07/2017** at 10.00 AM. All the tenderers or their authorized representatives are advised to attend the opening of tender at **10.00 AM** on 05.07.2017 in the, Administrative Block, SSPHPGTI, NOIDA. In case of holiday, the tender will be opened on the next working day at the same time and place. Broadly instructions to tenderers are as follows: ----

- a. The tender is non-transferable.
- b. The tenderer should be registered as a Society, Firm or Company. Proprietary Firms are also eligible.
- c. Experience
- d. The Tenderer should have three years experience in operation / Supply of CSSD products or services in a 200 bedded Government or Private Hospital. The annual turnover of Tenderer should be Rs. 1 Crore per annum in the last three preceding years.
- e. Experience and satisfactory work experience (Completion) certificate issued by head of the institution should be annexed with Tender.
- f. The tenderer submitting their tender would be deemed to have read and accepted all the terms and conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the tender.
- g. Only proprietor will sign the tender document in case of a Proprietary Firm. In case of a Partnership firm authorized partner of the firm shall sign the tender documents and attested copy of authorization of such partner shall be enclosed with tender. In case of a Company the tender documents shall be affixed with the seal of the company and signed by such person / persons as may be authorized by the articles of associations of the company and/ or a resolution of the board of directors thereof to sign for and on behalf of the company and

duly attested copy of the resolution shall be enclosed with tender. The cancellation of any document such as power of attorney, partnership deed, etc. shall immediately be communicated by the Tenderer(s) to the Institute in writing, failing which the Institute shall have no responsibility or liability of any action, taken on the strength of the said documents..

- h.** Only Proprietor will sign the Agreement in case of Award of tender to a Proprietary Firm, however in cases of Partnership Firm/Company only legally authorized person will sign the Agreement.
- i.** The schedule of rate(s) and quantities should be carefully and properly filled in. All rates should be mentioned in words as well as in figures. Please note NO Corrections, alterations and overwriting in the Financial Bid will be allowed.
- j.** Subletting of contract is strictly prohibited.
- k.** All the pages of the tender documents and supporting documents, annexure/enclosures etc. must be numbered serially, signed and stamped by the tenderer and mention the total number of pages on the Technical bid form at Part-A (annexure-I)
- l.** Only mandatory information and details are required to be provided with the tender document.If the tenderer desires to provide additional information the same may be provided separately on A-4 size white paper with proper indexing.
- m.** Irrespective of the number, only those tenderers who successfully qualify in the Technical Bid will be allowed to participate further in the tendering process.
- n.** The employees of SSPHPGTI, Noida(Institute) or their Family members shall not be eligible to participate in the tender process. For the purposes of this clause family members includes only Parents,Spouse,Sons,Daughters and dependent brothers and Sisters.
- o.** All letters posted to the successful tenderer on the address given in tender will be considered to have been delivered. Accordingly prospective tenderers are advised to write their full & correct postal address.
- p.** In the event of withdrawal by a tenderer before the validity of offer,Institute shall have right to forfeit the Earnest Money Deposit (EMD).
- q. TENDER SHALL BE REJECTED IF:---**

- a) Any tender received after the prescribed date and time as given in the Notice Inviting Tender.
  - b) Tenderer fails to enclose Tender Fee.
  - c) Tenderer fails to enclose EMD with Technical Bid Part-A.
  - d) Tenderer fails to submit Tender Fee and EMD on required format as stated in Technical Bid.
  - e) CORRECTION, ALTERATION AND OVERWRITING is found in the Financial Bid.
  - f) Authenticity of any of the supporting document is found to be fabricated.
  - g) Tender is sent through courier service or deposited by hand.
  - h) Tenderers try to influence any official of the Institute in any manner.
  - i) Tenderer fails to provide Technical Bid and Financial Bid in separate envelopes.
  - j) Tenderer fails to submit Attested photocopy of Certificate of ESI Registration certificate.
  - k) Tenderer fails to submit the required information/document along with the tender as per the terms and condition of the tender document.
  - l) Tenderer fails to put signature and seal on each page of Technical Bid and Financial Bid.
  - m) Tender is found to be incomplete in any respect or sent in unsealed envelope.
  - n) Tender is found to be conditional.
- r. The Institute reserves its right to cancel or reject in full or in part of all tenders received without assigning any reason in lieu thereof.

s. **Instruction for Technical Bid**

a- **(EARNEST MONEY EMD)**

Earnest money deposit of Rs.1,50,000.00 (Rs. One Lacs Fifty Thousand only) valid for three months paid in the shape of Bank Draft of a Scheduled Bank, drawn in favour of Director, **Super Specialty Paediatric hospital and Post Graduate Teaching Institute**

, Noida payable at Noida to be enclosed with Technical Bid of the tender. The earnest money will be refunded to unsuccessful bidders with in three month of finalization of tender. The earnest money may be returned back to the Successful Tenderer, after receipt of

Security Deposit before signing of the Agreement. EMD in any other format is not acceptable.

- b- Tenderer should furnish the balance sheets for preceding three financial years duly certified by the chartered accountant showing turnover of the business as stipulated in the tender document.
- c- Duly self-attested Copy of PAN/TAN/TIN as applicable is required to be submitted.
- d- An affidavit duly certified by a Notary that the firm or proprietary concerned or company have never been blacklisted (On given format at Part – A at Annexure –II).
- e- An affidavit duly certified by a Notary that there is no ongoing criminal case /vigilance enquiry/labor disputes against the firm/ Partners/ proprietor/ Director of the company and he/she has never been convicted or punished by any Hon'ble Court of Law. (On given format at annexure – III)
- f- Copy of Bank Passbook or Statement of Bank Account from Bank for last six months
- g- Attested photocopy of Certificate of ESI Registration should be submitted along with the code number.
- h- Attested photocopy of Certificate of Service Tax registration should be submitted along with number.

**S- Instruction for Financial Bid**

The tenderer should quote in figures as well as in words the amount tendered.

- a- **NO CORRECTION, ALTERATION AND OVERWRITING** in the Financial Bid will be allowed.
- b- The tenderer should ensure that the amounts are written in such a way so that interpolation is not possible. No blank spaces should be left.
- c- Break up/Details of Govt. tax & Levies must be provided.
- d- Tenderer must specify the Service Tax to be paid extra, failing which price will be taken inclusive of such Service Tax and no claim for the same will be entertained later.

## **SECTION-II.**

### **1. GENERAL TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER AND PERFORMANCE INDICATOR**

- a. Only Proprietor will sign the Agreement in case of Award of tender to a Proprietary Firm, however in cases of Partnership/Company only legally authorized person will sign the Agreement.
- b. The Successful Tenderer have to open a current/saving bank account with any nationalized bank in Noida within a week time and intimate the A/C no. to the Finance Department, Nodal Department and Contract Cell of the Institute.

### **2. THE SUCCESSFUL TENDERER DELIVERABLES.**

- a. The Successful Tenderer shall be responsible for providing Services in the designated area during the time in the day as specified for particular area.
- b. The Services shall be provided through qualified and experienced personnel for particular service.
- c. The Successful Tenderer shall present details of personnel through which the Services will be rendered by Successful Tenderer before the Institute or committee identified by Institute for the purposes to assess the suitability of personnel of Successful Tenderer.
- d. The Successful Tenderer shall be responsible for issuing the identity card with name and address only with employer name printed on the card to the personnel engaged for providing the Services.
- f. All personnel deployed for the Services while on duty shall wear the uniform as specified by the Institute.
- g. Whenever and wherever the Services are disrupted because of absenteeism of human resource, the Successful Tenderer should have the backup plan and human resource to avoid any disruption in the Services.

### **3. Performance indicator :**

- (i) Performance will be judged on following parameters –
  - a. Attendance and punctuality of personnel deployed to provide Services.
  - b. Status and quality of task performed.
  - c. Number of breakdowns in the Services.
  - d. Inter-personnel and behavioral problem observed.
  - e. Undesirable actions observed which may cause or may have caused financial and image loss to the Institute.
- (ii) The cost of service will include:
  - a. Manpower cost per unit of Services.
  - b. Other expenditure cost.
  - c. The Successful Tenderer charges.
  - d. Government levies.

**4. RESPONSIBILITIES OF THE SUCCESSFUL TENDERER:**

- a. The Successful Tenderer shall be liable to provide the Services as provided in Section-3. The Successful Tenderer shall be liable to provide such Services on all working days/shifts and even on holidays.
- b. Apart from providing the aforesaid Services, as and when called for, the Successful tenderer shall be liable to discharge any other duties which in the opinion of the Institute are within the SCOPE OF WORK of the Successful Tenderer and the Successful Tenderer shall carry out such duties with diligence and care.
- c. The Successful Tenderer shall be liable to provide speedy and competent services as per the performance benchmark and shall also be liable to deploy the required number of personnel to this effect.

- d. The personnel engaged or to be engaged by Successful Tenderer shall be employees of the Successful Tenderer and there shall not be any relationship with the Institute, including employer – employee relationship. In any case Successful Tenderer shall be solely responsible for their affairs and will be under obligation to comply with the statutory obligations such as service tax, ESIC etc. as and when applicable. These personnel shall have no claim whatsoever, to be treated as employees of the Institute. In the event any such claims made by the personnel of the Successful Tenderer on the Institute, the Successful Tenderer shall be wholly responsible and Successful Tenderer shall indemnify the Institute against any such claims, either monetary or otherwise.
- e. Successful Tenderer shall be fully responsible for any accident or mishap involving personnel engaged by him and any claim made on this part will be paid by the Successful Tenderer. The Successful tenderer shall indemnify the Institute from any claims arising out of accidents or mishaps, disabilities of any nature or death, or arising out of provisions under law or of any other nature in respect of all workers engaged by Successful Tenderer.
- f. In case the Successful tenderer fails in fulfilling the obligations fully and in time, the Institute shall have the absolute right to take up the work at the Successful Tenderer's cost and risk and recover all such expenses from the amounts due to the Successful tenderer including their Security Deposit.
- g. The Successful Tenderer will be required to post suitable and experienced personnel as may be needed to supervise and guide the personnel for proper completion of the work/Services as per direction of the Chief Nursing Officer (CNO) or Department nominated by Institute. The Successful Tenderer will undertake the guarantee of their character and also that no criminal case is ongoing against any of the personnel and supervisors as and when they are employed by him.
- h. The Successful Tenderer will have to abide by the Minimum Wages Act-1948 and all other relevant and applicable statutory labour and other laws, rules and regulations as applicable in the state of Uttar Pradesh. The Successful Tenderer shall comply with regulation of any statutory authority on any obligation imposed upon him by the

authorities or applicable under any law as a result of establishing and running the Services and indemnify the Services under the Agreement to be executed between Institute and Successful Tenderer and shall indemnify the Institute and its officers/employees from any claim or consequences/damages for any lapse or non-compliance thereof. The Successful Tenderer and his assistants and personnel shall be liable to be dealt suitably in the event of infringement of any law. Any liability arising on the Institute as principal employer shall be deducted from the bills of the Successful Tenderer and the full amount shall be recovered from the security deposit and subsequent monthly bills of the Successful Tenderer.

- i. The Successful Tenderer shall be responsible for the conduct of his personnel and in case of any complaint against any staff; the Successful Tenderer shall be under obligation to suitably punish such personnel when instructed orally or in writing by the Chief Nursing Officer (CNO). The Successful Tenderer shall observe all the laws and shall be responsible for any prosecution or liability arising from breach of any of those laws. The Institute shall not be held accountable and responsible on this head with regard to staff on the rolls of the Successful Tenderer whatsoever.

## **5. CONSIDERATION/ COMPENSATION :**

- a. In consideration of the Successful Tenderer rendering the aforesaid Services, the Institute shall pay to the Successful Tenderer a consideration amount of Rs. \_\_\_\_\_. The Successful Tenderer shall submit monthly bill to the Institute for the Services rendered by the Successful Tenderer in preceding month.
- b. The Successful Tenderer shall submit bills complete in all respect in the first week of every month, Subject to any clarification, dispute and difference, the Institute agrees to settle the bills raised by the Successful Tenderer within 30 days from the date of receipt of bills along with proofs of payment under statutory obligation.
- c. The Successful Tenderer would also fully indemnify any legal and financial liabilities bestowed upon the Institute in respect to the personnel employed/deputed under the Agreement to be executed between Institute and Successful Tenderer.

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

**6. COMPLIANCE OF LABOUR STATUES :**

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

**7. CONTROL & SUPERVISION OF SUCCESSFUL TENDERER'S PERSONNEL**

- a. The Successful Tenderer shall agree that the tenderer in person or through the supervisors shall supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligations under the contract and shall be fully responsible for maintaining discipline, peace, good behavior, appearance of its personnel deployed in the Institute's premises.
- b. In the event of the work carried out by the Successful Tenderer or its personnel is not found satisfactory, the Successful Tenderer upon advice from the Institute shall immediately take necessary steps so as to provide prompt and effective services, as per agreed terms.
- c. The Successful Tenderer shall ensure that the personnel engaged by them shall remain on the premises of the Institute as per timings indicated by the Institute. However, prior permission will have to be obtained by Successful Tenderer/its supervisors from the Institute in the event of Successful Tenderer/its personnel being required to remain on the Institute's premises beyond the aforesaid stipulated time and/ or on Sundays and fixed Public Holidays for any reasons whatsoever.

**8. DAMAGES TO PERSON & PROPERTY –**

- a. The Successful Tenderer shall ensure at its cost that all its personnel deployed in the Institute premises, against all accidents, (fatal or otherwise) or injuries that may be suffered by them and all claims arising therefrom shall be dealt with by the Successful Tenderer directly and proof of insurance to be submitted to Institute.
- b. The Successful Tenderer shall ensure that the Institute shall in no way be held responsible or liable to meet any claim of the personnel by the Successful Tenderer against any accident and injury etc. suffered by the personnel of Successful Tenderer.

- c. The Successful Tenderer shall indemnify the Institute at all times against all claims for compensation under the provision of any law for the time being in force or in respect of any personnel employed by the Successful Tenderer in carrying out the contract and against all costs and expenditures incurred by the Institute in connection therewith.
- d. The Institute shall be entitled to deduct any amount due for such claims including costs and expenses in connection with such claim from the money payable by way of consideration as aforesaid.
- e. If in the course of execution of the contract by the Successful Tenderer any damage is caused by the Successful Tenderer or its personnel deployed in the Institute's premises to persons and property of the Institute, the Successful Tenderer shall be liable for the same and indemnify the Institute for such damages. Successful Tenderer shall also render all assistance and cooperation to the Institute with a joint inquiry thereon.
- f. In case of any lapse default and negligence, fraud etc. on the part of the Successful Tenderer or its personnel deployed in the Institute's premises, due to which the Institute suffered any loss, the Successful Tenderer shall be responsible to indemnify the loss and damages to the Institute. However, Institute will be at liberty to recover such losses from him.
- g. The Successful Tenderer shall indemnify the Institute against any action, proceedings, claims or demands of any persons(s), or its personnel made against the Institute in respect of Services. The Successful Tenderer shall also indemnify the Institute for any commission or omission or default on the part of the Successful Tenderer, its personnel or agents which the Institute may have to pay, incur or sustain by any reasons of any such action, proceedings, claims or demands or otherwise in relation thereto.

**9. Miscellaneous Liability/Responsibility:**

- a. The Successful Tenderer shall not divulge any confidential information and shall ensure that he has been granted license by the Institute to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons and purpose. It

is specifically made clear to the Successful Tenderer that such license is valid only during the subsistence of the contract and such license shall not be construed to confirm any right on the Successful Tenderer and or for its personnel, including the right to tenancy, sub-tenancy etc.

- b. Any financial liability arising to the Institute under the contract shall be deducted from the bills of the Successful Tenderer and if the full amount is not recovered then the same shall be recovered from the security money of the Successful Tenderer.
- c. The Successful Tenderer and their staff / personnel shall follow the instructions/directions/orders/rules and regulations of the Institute in force or as amended from time-to-time by the competent authority of the Institute or officer nominated by the Institute or Chief Nursing officer (CNO) of the Institute. The Successful Tenderer on the direction of Institute will be under obligation to change the personal immediately.
- d. The Director of the Institute or any officer authorized by the Institute may review or ascertain and enforce due and proper observance of the laws and rules and regulations. The officer so authorized by the Institute or the Director of Institute may investigate into any complaint regarding default in terms and conditions of Tender/Agreement committed by the Successful Tenderer.
- e. The Successful Tenderer shall follow the employment reservation law/order as applicable in Uttar Pradesh.

**10. VALIDITY OF TENDER: -**

The initial validity of the offer is 90 days from the date of opening of the technical bid. On the request of the Institute the Successful Tenderer shall increase the validity period subject to maximum of 90 days.

**11. COMMENCEMENT OF WORK:-**

The Successful Tenderer is required to sign the Agreement and start the work within 30 days from signing of the Agreement. In case it is found that the work has not been taken up within seven days from the date of signing the Agreement, the Institute at its sole

discretion may cancel the same and forfeit the earnest money deposit or Security Deposit, as the case may be.

**12. PERIOD OF CONTRACT AND ITS RENEWAL:-**

The contract will be awarded for a period of five years from the date of execution of Agreement. Initially the contract may be for a period of one year. Thereafter, the contract shall be renewed yearly on the receipt of satisfactory performance report and recommendation for the same, on the written request of the contractor three months before the expiry of the contract or its renewal as the case may be. Each renewal of contract shall be made on the same terms and conditions on which initial agreement is entered into. However, the successful tenderer has to continue the work till the time new arrangement is made by the Institute; otherwise the Institute will forfeit the Security Deposit.

**13. PAYMENT:-**

Payment shall be released against submission of monthly bills in duplicate by the Successful Tenderer for satisfactory performance of work, which shall be certified by the officer designated by the Institute for the said purpose.

**14. TAXES AND DUTIES:-**

- (a) TDS like VAT, Turnover tax, Income tax etc. and other statutory levies as applicable from time to time will be deducted from the bills of the Successful Tenderer.
- (b) Service Tax levied by the Central Government and specifically asked in price bid, shall be paid on actuals by the Institute subject to the production of documentary evidence for the same by the Successful Tenderer.

**15. SECURITY DEPOSIT: -**

Rs. 2.50 Lacs shall be submitted by the Successful Tenderer as security deposit in the form of Bank Guarantee of any Scheduled Bank in favour of Director, SSPHPGTI, Noida, Noida for a period of 60 months within 30 (Thirty) days from the date of award of bid by the Institute. The security deposit shall be refunded after six months expiry of the contract or its termination, whichever is earlier as the case may be, after adjustment of all dues of the Institute for damages of any kind if any. The Institute shall be entitled to claim/adjust any due amount from the said Security Deposit.

**16. NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-**

Neither party shall be entitled to abandon the contract during initial period of one year. However if after one year the contract is renewed either party shall be entitled to abandon the contract after serving three-month notice in writing to the other party regarding abandonment of contract. However, the Successful Tenderer given the contract shall have to continue the work even after expiry of the notice period till an alternative arrangement is made by the Institute.

**17. TERMINATION OF AGREEMENT:**

After giving opportunity of being heard to the Successful Tenderer, Institute may terminate/cancel the Agreement on the following grounds:-

- a) Breach of any or all terms and conditions of the Agreement.
- b) Non-performance or unsatisfactory performance of work executed by the Successful Tenderer.
- c) If at any time document or information furnished with tender is found forged or fabricated during the subsistence of the contract.
- d) The Successful Tenderer fails to maintain adequate records of its activities and refuses access to the Institute to such records.
- e) The Successful Tenderer submits to the Institute materially false or incorrect reports.

- f) The Successful Tenderer fails to observe agreed service standards or fails to provide Services in conformity with Institute instructions or procedures.
- g) The presentations and declarations made by the Successful Tenderer before entering into the Agreement with regards to its performance of Services, functions etc., are found to be false and misleading.
- h) The Successful Tenderer goes into liquidation or is wound up or dissolutions proceedings are initiated.
- i) If liquidator or receiver is appointed to take possession of undertaking, business or assets of Successful Tenderer.
- j) Change in the Ownership or Management of the Successful Tenderer.
  
- k) Notwithstanding to any provision of the contract, if the contract is terminated by the Institute, and the Institute has to award the work to other party on higher rate, the Successful Tenderer has to compensate the difference of cost for entire remaining period of contract to the Institute.

**18. ASSIGNMENT –**

Successful Tenderer shall have no right to assign, transfer or sublet the Contract arising out of this Tender.

**19. GOVERNING LAW -**

The law of India shall apply to the Contract arising out of Tender.

**The Courts of Noida shall have exclusive jurisdiction in all matters arising out of the contract.**

**20. ACTS OF GOD & OTHERS –**

Neither party of the Agreement shall be responsible for any delay in performance of any terms and conditions hereunder to the extent delay is caused by fire, explosion, war, act of God or any other cause beyond their control.

**21. SETTLEMENT OF DISPUTE AND ARBITRATION:-**

- a) In the event of any dispute or difference between the parties relating or concerning to the interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far as possible by mutual discussions and consultation between themselves. The dispute shall be so settled whether the same has arisen during the subsistence of the contract or thereafter.
- b) In the event of any dispute or differences arising in connection with the Agreement whether during the subsistence of the contract or thereafter not being settled in aforesaid manner, the matter shall be referred to the Director, SSPHPGTI, NOIDA, Noida or his nominee not below the rank of Professor for arbitration whose decision shall be final and binding on the parties. The proceedings before the arbitrator would be governed by the provisions of the ARBITRATION AND CONCILIATION ACT, 1996. Place of arbitration shall be Noida.
- c) During the proceedings of any in house investigation or inquiry it shall not be open to either of the parties to be represented through a lawyer.

**22. SPECIAL CONDITION: –**

Notwithstanding anything contained in this Tender Document, Special Terms and Conditions mentioned in Section-III shall prevail over the General Terms and Conditions mentioned in Section-II of this Tender Document.

**23. STAMP DUTY:-**

Stamp duty leviable on Agreement shall be borne by the Successful tenderer.

### **SECTION- (III)**

#### **SPECIAL TERMS AND CONDITION AND SCOPE OF WORK**

#### **PERFORMANCE INDICATOR FOR HOSPITAL CSSD SERVICES**

#### **The Government taxes and levies will be applicable during the currency of the contract agreement.**

1. The Institute will provide following facilities to the successful tenderer free of cost.

Space

Electricity

Water

Steam

Civil work if necessary

2. The Institute reserves its right to make addition or alteration in terms and conditions of the tender without affecting the basic nature of tender.
3. The successful tenderer and his workers will do the CSSD work only.
4. The successful tenderer shall keep the CSSD in good & clean condition and shall also maintain the furniture and fixture etc. in good serviceable condition. The successful tenderer will furnish with the technical bid the technical detail of equipment (Annexure – IV) he has to install at his own cost for the due performance of daily CSSD work along with technical specification like make, quantity and capacity of each equipment, water, electricity & steam requirement, drainage etc and tender will have to install equipments. The installation & commissioning and maintenance of these equipment will be responsibility of successful tenderer. The list of CSSD equipment to be installed by the successful tenderer in CSSD is given at. (Annexure-IV). The trolleys for collection & distribution should be noise free. The tenderer may have to add additional equipment, trollies and tables etc. for the due performance of CSSD work at his own cost as per the instructions of the Institute to meet out the work load.
5. The successful tenderer will have to install the equipment stated in the technical bid within a month of award of contract. The Institute may or may not grant any further extension even on the written request of the successful tenderer. However no extension beyond 03 months will be entertained. The offer shall be cancelled in case the equipments are not installed within the permitted period. The tender will come into effect from the date the firm commissions the equipment in CSSD. The Technical detail and number of equipment will be mentioned by the bidder with technical bid on a separate sheet. The tenderer will have to keep his equipment always in working order so that the service is not affected. The successful tenderer will ensure that the down time of all the

machines is minimal and there is no disruption in the CSSD service during the contract period. Break down time of 48 to 72 hours will be allowed for repair of any equipment. The successful tenderer shall make alternative arrangement for washing, drying and ironing of the clothes in case some machinery fails. The tenderer will have to install new equipment for the work.

6. The successful tenderer will furnish the name and addresses of the staff engaged by him within one week from commencement of work. The successful tenderer will also issue identity cards to his worker. His workers shall always keep the Identity card while at work & produce the same on demand.
7. The successful tenderer will get the medical examination of his staff done at the start of agreement and thereafter every six months in SSPHPGTI for which he will have to make the payment. The staff of the successful tenderer will be allowed to work in CSSD subject to Medical Fitness.
8. The successful tenderer shall provide uniform to his workers/staff within one month from start of tender agreement. The colour and design will be decided by the Institute. The workers shall be in uniform at the time of delivery & collection of linen from any area of institute.
9. The successful tenderer or his authorized representative shall daily report to Chief Nursing Officer (CNO) CSSD and take instruction's if any, from him every day for the work on a book or register maintained by the successful tenderer exclusively for this purpose which will be produced before authorities of the Institute as and when required.
10. The successful tenderer or his representative will approach to Chief Nursing Officer (CNO) CSSD for any help or any difficulty in CSSD work. Routine notices and instruction will be given by him.
11. The successful tenderer or his representatives will all the time be available in the CSSD during the course of work.
12. Only product of branded company (3M, Halyard, Stericlin, M-Pack etc) shall only be quoted as consumable product, any product of inferior quality shall not be accepted.

#### **Penalty Clause**

13. In case of failure of more than a day, Recovery of penalty shall continue to be imposed up to seven days consecutively; thereafter the contract shall be summarily terminated by the Institute.
14. A fine to a maximum of 5% of the monthly bill may also be imposed on the successful tenderer by the Institute in respect of breach of any terms of the tender besides penalty. The successful tenderer shall compensate the Institute for any liability, which may fall on the Institute on account of breach of any statutory obligations by the successful tenderer or his employees.
15. The Institute will not accept responsibility for any debts incurred by the successful tenderer while dealing with the employees of the Institute. However, if any employee suffers as a result of negligence on the part of the successful tenderer or his employees all liabilities for damages in that regard shall lie with the successful tenderer.
16. Chief Medical Superintendent/Medical Superintendent/Chief Nursing Officer after processing through Contract Review and Finalization Committee of the Institute and subsequent approval from Director can deviate either by making any addition/removal

from the schedule of items of work given after granting the tender. (Annexure-I & II of price bid)

17. The CSSD shall work in one shift or two shifts on all weekdays and even on Sunday/holidays as decided by Chief Nursing Officer (CNO).
18. The machine operators shall be provided with rubber/plastic aprons & gloves protective gear by the successful tenderer.
19. No residential accommodation shall be provided to the staff of the successful tenderer.
20. The performance of the tenderer will be evaluated on quarterly basis
21. **ESCALATION**

- a. The Institute will not consider any increase in the rates in the first year of running of contract. The escalation during the currency of the contract agreement will be applicable on yearly basis after one year of contract agreement. The escalation to a maximum of 10% will be provided by the Institute subject to satisfactory performance and request made by the service provider in this regard.
- a. The rates of consumable shall be freezed till the validity of tender however if any new product is introduced other than approved list the Chief Nursing officer (CNO) and hospital committee may procure it with proper price justification if it is mandatory for the Hospital
- b. The Government taxes and levies will be applicable during the currency of the contract agreement.

**a) Scope of Contract (Brief)**

The successful tenderer has to carry out operative services at CSSD, the scope includes the following:-

- a. Reprocessing used items
- b. Cleaning and drying
- c. Packaging
- d. Sterilization
- e. Wrapping
- f. Monitoring of packs and loads
- g. Cutting
- h. All activities related to CSSD

**b) Period of evaluation: Quarterly**

Signature/Name/

Designation

**ACCEPTANCE**

I ----- son of ----- resident of -----  
-----who is Proprietor/Partner/Director of M/s-----  
----- have read and understood the contents of the foregoing paragraphs with sound mind and  
without any pressure from any quarter. If any document or information furnished with tender is  
found forged or fabricated at any time, the Institute has full right to forfeit my/our EMD and  
Security Deposit and cancel the agreement.

I am putting my signature and seal of the organization, as a token of acceptance to the  
above.

Signature

Name

Designation

Seal

Date---

Place---

Signature of Tenderer  
seal

(It should be signed by all proprietors/owners if more than one)

## SECTION-IV

### TECHNICAL BID-PART – A

#### Annexure – I

S. No.	Particulars	Details	Page No.
1.	Name of the Tenderer		
2.	Type of Firm Proprietorship/Partnership Firm/Pvt. Ltd/Company/Society Enclose relevant deed		
3.	Name of Proprietor/Partners/Director Enclose separate sheet		
4.	Name and Address of the person legally authorized to sign Agreement, in case of Partnership Firm/Company.		
5.	Local Address		
6.	Permanent Address:		
7	Telephone No. (Head /Local office) Mobile No. Fax No. /E-mail		

8	Three years experience in operation / Supply of CSSD products or services in a 200 bedded Government or Private Hospital.(Enclose proof)		
9	Earnest Money of Rs 1,50,000/= Bank Draft No.      Date Banker's Name:		
10	Registration Certificate of Service Tax if applicable		
11.	Registration of Trade Tax if applicable		
12	Annexure IV		
13	Registration Certificate of ESI (enclose copy)		
14	Details of Bank Passbook/Statement of Bank A/C for last six month.		
15	The annual turnover of Tenderer should be Rs. 1 Crore per annum in the last three preceding years.		
16	An affidavit duly certified by a Notary that the firm or proprietary concern/ company has never been blacklisted.[Annexure-II]		
17	An affidavit duly certified by a Notary that there is no ongoing Criminal case /vigilance enquiry Labour disputes against the firm/ Partners/ proprietor /Director of the company and he/she has never been convicted or punished by any Hon'ble Court of Law .[Annexure-III]		

18	Copy of resolutions is submitted for authorization of signatory to sign the tender along with name and designation.		
19	Details of all enclosures on notarized affidavit		
20	Total No. of Pages of Tender Documents, annexure and enclosures.		

Note: All the pages of Tender documents and its enclosures must be numbered and signed with stamp.

Signature of the Tenderer

With address and Seal

**For Office Use**

**Technical Bid Part – A**

**Affidavit**

Annexure – II

I ----- s/o ----- resident of -----  
----- Owner/Partner/Proprietor/Director of M/s ----- having  
its registered office at ----- do hereby solemnly affirm and  
declare the following: -

That our Firm/organization/company namely M/s -----has never  
been black listed by any of our clients or by any government department.

Deponent

**Verification**

Verified at ----- on the ----- date ----- that the contents  
of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent

Technical Bid Part – A

Affidavit

I ----- s/o ----- resident of -----  
----- Owner/Partner/Proprietor/Director of M/s ----- having  
its registered office at ----- do hereby solemnly affirm and  
declare the following:-

That there is no ongoing criminal case / vigilance enquiry / labour dispute against the  
firm/organization/company or its owners/ partners/ proprietors/directors and he/she has never  
been convicted by any Hon'ble Court of law.

Deponent

Verification

Verified at ----- on the ----- date ----- that the contents  
of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent

## List of Equipment

Annexure-IV

Sl. No.	Name of Equipment required for operating of CSSD	Qty.

Enclose on separate sheet entire technical detail of equipments planned by the Tenderers for the execution of work.(Clause 13 of Technical Bid)

## FINANCIAL BID-B (Fixed Monthly Charges)

Annexure – I

<b>Sl. No</b>	<b>Description of Expenses required for operating CSSD Services</b>	<b>Monthly Fixed Expenses (Rs.)</b>	<b>Service Tax/ Gst in Percentage</b>	<b>Total Amount in Figure</b>	<b>Total Amount in words</b>

Signature of Tenderer

Date

Seal

**FINANCIAL BID-B (Consumables for CSSD)**

**ANNEXURE – II**

Sl.no	Name of item	Brand	Pack Size	Rates	VAT/GST	Total Price Per unit

Signature of Tenderer

Date

Seal

## LIST OF CSSD ITEMS - 2017

Sl. No.	Name of Item
01	DOUBLE SELF ADHESIVE THREE LINE DOCUMENTATION LABELS WITH STERILIZATION LABEL GUN HAVING PROVISION FOR PRINTING BATCH NO AND EXPIRY DATE. INDICATOR SHOULD HAVE COLOR CHANGE REFERENCE FOR STEAM / ETO ALPHANUMERIC AND NUMERIC CHARACTERS IN LINES. IT SHOULD ALSO HAVE INK ROLL IN THE PLIER/GUN FOR ENHANCED PRINTING QUALITY AND LONGEVITY. SHOULD BE LEAD FREE AND INDICATOR SHOULD NOT CHANGE COLOR IN DRY HEAT AT 160°C FOR 30 MINUTES AS PER EN ISO 11140 ( BOTH STEAM AND EO).
02	BOWIE DICK TEST PACK CONFIRM TO ISO-11140-4, THE INDICATOR SHOULD BE HEAVY METAL FREE
03	STEAM STERILIZATION INDICATOR TAPE (1.9 CMS. X 55 MTRS.) ROLL CONFIRM TO ISO-11140
04	STEAM STERILIZATION BIOLOGICAL INDICATOR VIAL CONFIRM TO ISO- 11138 (SAL)
05	STEAM STERILIZATION CHEMICAL INTEGRATOR STRIP CLASS 5 CONFIRM TO ISO-11140
06	STEAM STERILIZATION CHEMICAL INTEGRATOR STRIP CLASS 6 CONFIRM TO ISO-11140
07	PACKING MATERIAL (MEDICAL GRADE) 7.5 CMS. X 200 MTRS. ROLL CONFIRMING TO ISO 11607 I & II STANDARD, CE MARKED WITH PROCESS INDICATOR FOR STEAM AND ETO
08	PACKING MATERIAL (MEDICAL GRADE) 10 CMS. X 200 MTRS.) ROLL CONFIRMING TO ISO 11607 I & II STANDARD, CE MARKED WITH PROCESS INDICATOR FOR STEAM AND ETO
09	PACKING MATERIAL (MEDICAL GRADE) 15 CMS. X 200 MTRS.) ROLL CONFIRMING TO ISO 11607 I & II STANDARD, CE MARKED WITH PROCESS INDICATOR FOR STEAM AND ETO
10	PACKING MATERIAL (MEDICAL GRADE) 20 CMS. X 200 MTRS.) ROLL CONFIRMING TO ISO 11607 I & II STANDARD, CE MARKED WITH PROCESS INDICATOR FOR STEAM AND ETO
11	PACKING MATERIAL (MEDICAL GRADE) 30 CMS. X 200 MTRS.) ROLL CONFIRMING TO ISO 11607 I & II STANDARD, CE MARKED WITH PROCESS INDICATOR FOR STEAM AND ETO
12	PACKING MATERIAL (MEDICAL GRADE) 45 CMS. X 200 MTRS.) ROLL CONFIRMING TO ISO 11607 I & II STANDARD, CE MARKED WITH PROCESS INDICATOR FOR STEAM AND ETO
13	<p>Steri paper sheets – 60GSM in green/blue color meet ENISO 868:2009</p> <p>Sizes</p> <p style="padding-left: 40px;">50x50 CMS</p> <p style="padding-left: 40px;">60x60 CMS</p> <p style="padding-left: 40px;">75x75 CMS</p> <p style="padding-left: 40px;">90x90 CMS</p> <p style="padding-left: 40px;">100x100 CMS</p> <p style="padding-left: 40px;">120x120 CMS</p>
14	<p>Gusseted pouch with paper and film as per EN ISO 11607 I &amp; II</p> <p>Sizes:-</p> <p style="padding-left: 40px;">10x5x30 and 40 mm</p> <p style="padding-left: 40px;">15x5x28 and 40mm</p> <p style="padding-left: 40px;">20x5x40 and 48 mm</p> <p style="padding-left: 40px;">25x6.5x48mm</p> <p style="padding-left: 40px;">30x6.5x60 mm</p> <p style="padding-left: 40px;">40x6.5x60 mm</p>

15	Non-woven wrapping material 60 GSM. meet IS11607 CE. 03 spun bond and two melt bond mixture of plastic and pulp blown fibers. Water and alcohol resistant and repellent. size- 60x60 75x75, 90x90,100x100,120x120,140x140 cms.
16	GAUZE SWABS 7.5CMS. X 7.5CMS. X 12PLY NON – STERILE 100 PCS. IN / PKT. AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
17	GAUZE SWABS 7.5CMS. X 7.5CMS. X 8PLY NON – STERILE 100 PCS. IN / PKT. AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
18	GAUZE SWAB NON STERILE WITH RADIO-OPAQUE LINING/THREAD 10CMS. X 10CMS. X 12PLY (100 PCS. IN 01 PKT.) AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
19	GAUZE SWAB NON STERILE 10CMS. X 10CMS. X 12PLY (100 PCS. IN 01 PKT.) AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
20	GAUZE SWAB NON STERILE 10CMS. X 10CMS. X 8 PLY (100 PCS. IN 01 PKT.) AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
21	GAUZE THAN (100 CMS. X 20 MTRS.) AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
22	ABDOMINAL SPONGE (NON-STERILE) WITH RADIO – OPAQUE THREAD AND LONG LOOP 30 CMS. X 30 CMS. X 12 PLY (10 PCS. IN 01 PKT.) AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
23	ABDOMINAL SPONGE (NON-STERILE) WITH RADIO – OPAQUE THREAD AND LONG LOOP 25 CMS. X 25 CMS. X 08 PLY (10 PCS. IN 01 PKT.) AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
24	BANDAGE ROLL 3" (7.5 CMS. X 10 MTRS.). AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
25	BANDAGE ROLL 4" (10 CMS. X 10 MTRS.). AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
26	BANDAGE ROLL 6" (15 CMS. X 10 MTRS.). AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
27	COTTON ROLL (ABSORBENT) 500 GMS. AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
28	COTTON ROLL (NON-ABSORBENT) 500 GMS. AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
29	SURGICAL DRESSING COTTON WITH GAUZE PAD (10 X 10 CMS.) AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
30	SURGICAL DRESSING COTTON WITH GAUZE PAD (10 X 15 CMS.) AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
31	SURGICAL DRESSING COTTON WITH GAUZE PAD (15 X 15 INCHES.) AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
32	SURGICAL DRESSING COTTON WITH GAUZE PAD (10 X 100 CMS.) AS PER SCHEDULE F-II OF DRUG AND COSMETIC ACT 1940 OF INDIA.
33	Batch monitoring system for steam, EO and Plasma Sterilization <ul style="list-style-type: none"> <li>- Class-II Indicator with compact metal PCD</li> <li>- Meet EN ISO-11140 and not to change color in Dry heat. Quote for indicators and metal PCD complete set separately.</li> </ul>
34	Bowie Dick PCD test Pack: Class :II indicator without color change in dry heat for 07 Kg and 04 Kg load pack to be used with compact PCD meeting EN ISO-11140
35	Instant BI for Steam/EO. Self contained BI with/without class-V indicators for steam B. sterothermophilus and EO (B. Atropheus) indicator for immediate release and compatible with metal PCD.
36	Rapid BI self contained vial of Standard spore strip of B Sterothermophilus with detection time of 1 hour to show presence of viable spores. Quote for incubator and vials pack separately. Meeting ENISO 11138 with rapid readout Indicator. The spore vial/box to contain quality assurance certificate with mention of spore population, D-value and Z value CE/FDA clearance.
37	EO Gas cartridges: 170 grams Ethylene oxide cartridge single use, 100% EO without CFC or HCFC, for low temperature sterilization. US FDA approved to be used on *XL sterivac EO

	sterilizer.
38	Seal Seam Integrity test pack of 100 sheets

\*If any product not listed in the above list can be quoted under the category of unlisted products