

**SUPER SPECIALITY PAEDIATRIC HOSPITAL & POST GRADUATE
TEACHING INSTITUTE
SECTOR-30 NOIDA**



TENDER DOCUMENT

FOR

**CYCLE/ MOTORCYCLE/ CAR STAND
TO**

**SUPER SPECIALITY PAEDIATRIC HOSPITAL & POST GRADUATE TEACHING
INSTITUTE, NOIDA**

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT : From 27.05.2017 to 26.06.2017

DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT : 26.06.2017 up to 4.00 pm

DATE & TIME FOR TENDER OPENING : 06.07.2017 at 10:00 am

**DATE & TIME FOR Price Bid OPENING : Visit our website regularly for
price bid opening notice**

TENDER ADVERTISEMENT NO. : S-17-18/07/07

**SUPER SPECIALITY PAEDIATRIC HOSPITAL & POST GRADUATE
TEACHING INSTITUTE**

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TENDER DOCUMENTS (TENDER NOTICE)

For 'Cycle/ Motorcycle/ Car Stand'

1. Sealed tenders in two parts (Technical Bid and Financial Bid) are invited by the Super Speciality Post Graduate Teaching Institute (hereinafter referred to as SSPG&PGTI) for 'Cycle/ Motorcycle/Car Stand' in the Institute.

Title of Tender	<u>"Cycle/ Motorcycle/ Car Stand"</u>
Tender fee	Rs.1050/-Non-refundable
Date of availability of Tender Document	Between 27.05.2017 to 26.06.2017
Last Date of receipt of Tender	26.06.2017 (Up-to 4.00PM)
Opening date of Tender	06.07.2017
Time of opening Technical Bid of Tender	10.00 (AM)
Place of opening of tender	Board room 1 st Floor, SSPH&PGTI, NOIDA.
Date & Time For Price Bid Opening	Visit our website regularly for Price bid opening notice
E.M.D.	Rs.50,000/-
Security Deposit	Rs 1,00,000/-
Estimated contract value	Rs 10,00,000 Per annum

2. **Eligibility of Tenderers:**

The Tenderer should have:

- (1) 05 years' experience in last 10 years of running Cycle/ Motorcycle/ Car Stand, in any Government or Semi Government/ Large Private Organization/ Hospital.
 - (2) Minimum turnover of rupees 25 lakhs per annum in the related work for the last 03 years (i.e. FY 2012-13, 2013-14, and 2014-15).
3. All tender forms duly filled along with tender fee of Rs. 1050/- (Non-refundable) in the shape of Bank Draft of a Scheduled Bank, drawn in favour of the Director, Super Speciality Paediatric Hospital & Post Graduate Teaching Institute, payable at NOIDA must reach to the Director, RSD cell SSPH&PGTI, SECTOR 30, NOIDA-201303 through speed/ Registered post/ courier only, latest by 4.00 PM by of 26.06.2017. No tender shall be accepted by hand, in this process owing to any postal delay for whatsoever reason, the SSPH&PGTI shall not be responsible. Incomplete tender in any respect shall be summarily rejected.
4. The Technical Bid shall be opened at the date, time and place given hereinabove, in the presence of the Tenderers or their authorized representative who want to be present there, and in the event of the above said date, being declared a holiday, it shall be opened at the same time and place on the next working day,
5. Tenderers found to be eligible in the Technical Bid shall be intimated separately the date, time and place in respect of opening the Financial bid.
6. Tender not accompanied by TENDER FEE, EMD, Technical Bid and Financial Bid shall summarily be rejected, and technical evaluation of such Tenders will not be done.
7. Director of SSPH&PGTI reserves the right to cancel or reject in full or in part of all tenders received without assigning any reason.

DIRECTOR

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IMPORTANT

The Tenderers are advised to go through the following five sections carefully before filling up the Technical Bid and Financial Bid

Sections	Particular	Pages nos.
I.	Instructions to Tenderer	4-6
II.	General Terms and Conditions for the Successful Tenderer and Performance Indicator	7-12
III.	Special terms & conditions and Scope of work for ' <u>Cycle/ Motorcycle/ Car Stand</u> ' in the Institute,	13-15
IV.	Technical Bid	16-21
V.	Financial Bid Format	22

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SECTION -I

INSTRUCTIONS TO TENDERER

1. a. 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 the same should be sealed and be superscribed with 'Cycle/ Motorcycle/ Car Stand' on top of envelope "C". Sealed Tender shall be addressed to the Director SSPH&PGTI, Sector 30, Noida 201303. It should be sent by speed post or registered post only so as to reach on or before 14-01-2017 upto 4.00 PM.
 - b. The Technical Bids would be opened at the date, time and place given in Tender Notice. All the Tenderers or their authorized representatives are advised to attend the opening of Technical Bids. In case of holiday, the same will be opened on the next working day at the same time and place.
 - c. Tenderers found to be eligible in the Technical Bid shall be intimated separately the date, time and place in respect of opening the Financial Bid.
2. The tender is non-transferable
 3. Eligibility of Tenderers.
- 3.1 Tenderer should be Proprietary Firm, Registered Partnership Firm, Company or registered Society
- 3.2 The Tenderer should have:
- (1) 05 years' experience in last 10 years of running Cycle/ Motorcycle/ Car Stand, in any Government or Semi Government/ Large Private Organization/ Hospital.
 - (2) Minimum turnover of rupees 25 lakhs per annum in the related work for the last 03 years (i.e. FY 2012-13, 2013-14, and 2014-15).
4. The tenderers submitting their tenders 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.
 5. 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. In case of Society the Tender document shall be affixed with the seal of the Society and signed by such person/persons as may be authorized by the Rules of the Society and / or a resolution of the Governing Body of the Society and duly attested copy of such Rules/ 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 Super Speciality Paediatric Hospital and Post Graduate Teaching Institute (herein after referred to as "Institute") in writing, failing which the Institute shall have no responsibility or liability of any action, taken on the strength of the said documents.
 6. Only Proprietor will sign the Agreement in case of Award of tender to a Proprietary Firm, however in cases of Partnership Firm/ Company/ Society only legally authorized person will sign the Agreement.
 7. 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. In case of discrepancies in quoted rate between words and figure, the rate quoted in words shall prevail.
 8. Subletting of contract shall be strictly prohibited.
 9. All the pages of the Bids 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 Section-IV.
 10. 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.
 11. Irrespective of the number, only those Tenderers who successfully qualify in the Technical Bid will be allowed to participate further in the tendering process.

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12. The employees of Super Speciality Paediatric Hospital Post Graduate Teaching Institute (SSPH&PGTI) 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.
13. 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.
14. In the event of withdrawal by a Tenderer before the validity of offer, Institute shall have right to forfeit the Earnest Money Deposit (EMD).
15. **TENDER/BIDS SHALL BE REJECTED IF: -**
- (a) Any Tender/ Bid 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.
 - (d) Tenderers fail to submit their Bids on the format prescribed in this Tender Document (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/ Bid is sent/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 EPF& ESI Registration certificate, if applicable.
 - (k) Tenderer fails to submit the required information/ document along with the tender as per the terms and condition of this 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.
16. The Institute reserves its right to cancel or reject in full or in part of all tenders received without assigning any reason.
17. Instructions in respect of Technical Bid
- (i) EARNEST MONEY DEPOSIT (EMD)
 - a. Earnest money deposit of Rs. 50,000/- (Rs Fifty Thousand) should be paid in the shape of FDR of a Scheduled Bank, drawn in favour of Director, Super Speciality Paediatric Hospital & Post Graduate Teaching Institute, NOIDA, payable at NOIDA EMD should be enclosed with Technical Bid of the tender. The earnest money will be refunded to unsuccessful bidders within three months of finalization of tender. The earnest money will be returned back to the Successful Tenderer, after receipt of Security Deposit before signing of the Agreement.
 - b. EMD in any other format is not acceptable,
 - (ii) The Technical Bid should be given in the format annexed at section-IV. Of this Tender Document.
 - (iii) Tenderers should furnish the balance sheets for three years in last 05 years, duly certified by the chartered accountant showing turnover of the business as stipulated in the tender document,
 - (iv) Duly self-attested Copy of PAN / TAN / TIN, as applicable, is required to be submitted.
 - (v) An affidavit duly certified by a Notary to the effect that the firm or proprietary firm, Society or company, as the case may be, have never been blacklisted on given format at Technical Bid (Annexure- II)
 - (vi) 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 Chairman of the Society and he/ she has never been convicted or punished by any Hon'ble Court of Law on given format at Technical Bid (Annexure -I) (vii) Copy of Bank Passbook or Statement of Bank Account from Bank for last six months.
 - (viii) Attested photocopy of Certificate of EPF & ESI Registration, if applicable, should be submitted along with the code number.
 - (ix) Attested photocopy of Certificate of Service Tax registration, if applicable, should be submitted along with number.
 - (x) Tenderers should submit self-declaration for Lowest rate quoted to Institute on non-judicial stamp paper of Rs. 10, as per Annexure-III.
 - (xi) Tenderers should submit notarized affidavit to the effect that the Bidder does not have any relation with the person authorized to evaluate tender technically or evolved in finalization of the tender as per Annexure-IV.
 - (xii) Tender Document should be attached with Technical Bid. Each page of the Tender Document shall be signed by the Tenderer as per provisions of Clause-5 above of this Section-I.
 - (xiii) Tenderer must submit Character Certificate from District Magistrate, which Character Certificate should not be more than 6 month olds from the date of Notice Invite Tender.

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18. Instructions in respect of Financial Bid

- (i) The Tenderer should quote the "offered" amount in figures, as well as, in words in the format prescribed for Financial Bid in Section-V. In case of discrepancies in quoted rate between "figure" and "words" rate quoted in "words" shall prevail.
- (ii) NO CORRECTION, ALTERATION AND OVERWRITING in the Financial Bid will be allowed.
- (iii) 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.
- (iv) Break up/ Details of Govt. tax & Levies, and as applicable must be provided.
- (v) Tenderers must specify the Service Tax to be paid by Institute, if applicable, failing which their Bid shall be rejected, If Service Tax is replaced by other Tax like GST etc., the same shall be borne by the Bidder or Institute as per Applicable Law.
- (vi) Tenderer should quote License Fee for a month.

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SECTION-II

**GENERAL TERMS AND CONDITIONS FOR SUCCESSFUL
TENDERER AND PERFORMANCE INDICATOR**

1. Opening of Bank Account.

The Successful Tenderer have to open a current/ saving bank account with any nationalized bank in Noida within a week from the date of execution of the Agreement and should intimate the A/C no. to the Finance Department, Nodal Department and Contract Cell of the Institute.

2. SUCCESSFUL TENDERER'S DELIVERABLES AND RESPONSIBILITIES.

- (a) Parking charges shall be taken from visitors. However, no charges shall be taken from the staff of the Institute. The details of charges and parking areas are given in section-III of Tender Document.
- (b) The Successful Tenderer shall be liable to provide the Services as provided in Section-III and as specified by the authorized officer of SSPH&PGTI from time to time.
- (c) The Successful Tenderer shall be responsible for providing Services in the designated area in the day throughout the year and in the night if need be, a list in this regard is given in Section-III.
- (d) The Services shall be provided through qualified and experienced personnel with no criminal record.
- (e) The Successful Tenderer shall provide details of personnel through which the Services will be rendered by Successful Tenderer to the Institute or committee identified by Institute, and keep such details up-to date.
- (f) The Successful Tenderer shall issue identity card to its employees, carrying the following particulars;
 - i. Name of the company/ firm/ Society of the Successful Tenderer and its monogram (if any).
 - ii. Name of the employee in bold capital letters.
 - iii. Designation of the employee
 - iv. Mobile No. of the company/ firm/ Society of the Successful Tenderer
 - v. And such other particulars as may be directed by the Institute in writing.
- (g) All personnel deployed for the Services shall wear the dress as specified by the Institute from time to time.
- (h) The Successful Tenderer shall ensure uninterrupted Services by taking care of absenteeism of human resource through a preconceived backup plan and standby human resource to avoid any disruption to the Services.
- (i) It shall be the responsibility of the Successful Tenderer to ensure proper running of all Services provided in Section -III.
- (j) The Successful Tenderer shall be liable to discharge such 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 due diligence and care.
- (k) The Successful Tenderer shall be liable to provide speedy and competent Services as per following performance benchmark and shall also be liable to deploy the required number of personnel to this effect.

3. Performance indicator/ Bench Mark:

Performance will be judged on following parameters:

- (a) Status and quality of task performed.
- (b) Inter-personnel and behavioral problem observed.
- (c) Undesirable actions observed which may cause or may have caused financial and image loss to the Institute. (d) Punctuality of personnel deployed to provide Services.

4. HUMAN RESOURCES AND COMPLIANCE OF LABOUR STATUTES:

- a. The Successful Tenderer shall post suitable and experienced personnel for carrying out its obligations under the Agreement.
- b. The Successful Tenderer shall take guarantee of the character of the human resource deployed and shall ensure deployment of only such persons against whom there is no criminal case pending nor has he ever been convicted and carried unblemished character.
- c. The Successful Tenderer shall be solely responsible for their affairs and will be under obligation to comply with all statutory obligations such as EPF, Service Tax, ESI etc. as and when applicable, these personnel shall have no claim

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whatsoever, to be treated as employees of the Institute, In the event of any such claim 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,

- d. The Successful Tenderer shall abide by the provisions of 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 & amended time to time.
 - e. 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. The Successful Tenderer shall indemnify the Institute and its officers/ employees from any claim or consequences/ damages for any lapse or non-compliance thereof, The Successful Tenderer 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 recovered from the security deposit.
 - f. Successful Tenderer shall be fully responsible for any accident or mishap involving personnel engaged by him and any claim made in this behalf 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. The Successful Tenderer will make full arrangement for safety and security of all such staff.
 - g. 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, and to deal with him in such other manner as may be in the interest of the Services when informed about such complaint, orally or in writing, by the Institute.
 - h. The Successful Tenderer shall abide by and comply with 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.
 - i. Not with standing anything to the contrary contained in any other provision of the Contract/ Agreement, it would be agreed between the parties that no person or human resource deployed or engaged by the Successful Tenderer, in connection with the carrying out of the responsibilities of the Successful Tenderer under the terms and conditions of the Contract/ Agreement, would ever be deemed to have been engaged by the Institute, nor would any relationship of employer — employee be ever deemed to have come into existence between such person and the Institute, For all jural and legal purposes, such a human resource would always remain an employee of the Successful Tenderer. In case if any such person raises any grievance or dispute with the Institute, the Successful Tenderer shall keep the Institute indemnified in all respects. 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 Contract/ Agreement.
 - j. If at any time it is found that any type of liability/ responsibility fixed on the Institute or its employees by any Government or local bodies regarding the Contract/ Agreement, the total responsibility will have to be borne by the Successful Tenderer.
 - k. The Successful Tenderer shall maintain all employment records in respect of its personnel as may be required under various Labour Statues, such as attendance register, wage register and leave register etc. Successful Tenderer, if required shall obtain license under the provision of the Contract Labour (Regulation and Abolition) Act, 1970, and comply with the provisions thereof.
 - l. It will be the sole responsibility of the Successful Tenderer to abide by the provisions of all Labour Laws as to the workers engaged by him for performance of the contract.
 - m. The Successful Tenderer shall be liable to provide the Services as provided in Section-III. The Successful Tenderer shall be liable to provide such Services on all working days/ shifts and even on holidays. A list in this regard is given in Section-III.
5. **DAMAGES TO PERSON & PROPERTY:**
- a. The Successful Tenderer shall indemnify the Institute at all times against all claims for compensation, or otherwise, under the provision of any law for the time being in force or in respect of any third party claim in carrying out the contract.
 - b. If in the running of the Contract any damage is caused by the Successful Tenderer or personnel deployed by it, to any person or property of the Institute, the Successful Tenderer shall be liable for the same and indemnify the Institute for all such damages. Successful Tenderer shall also render all assistance and cooperation to the Institute in any inquiry thereon.

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- c. In the event of any lapse, omission, negligence, fraud etc. on the part of the Successful Tenderer or any of its personnel deployed, resulting in any loss to the Institute, the Successful Tenderer shall be responsible to indemnify and made good the loss and damage to the Institute. Institute will be at liberty to recover such losses from the Successful Tenderer.
- d. 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.
- e. The Institute shall not be responsible for any loss, breakage, damage or theft of the materials of Successful Tenderer.
- f. The Institute shall not pay any compensation in respect of any injury or death caused to the workers/ personnel of the Successful Tenderer. It will be the sole responsibility of the Successful Tenderer and shall keep the Institute indemnified from all liabilities.

6. Miscellaneous Liability/ Responsibility:

- a. The Successful Tenderer shall not divulge any confidential information and shall ensure that he has adequate permission / license of the Institute to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons or purpose. Such permission / license accorded to the Successful Tenderer would be valid only during the subsistence of the contract and such license/ permission shall not be Construed to confirm any right on the Successful Tenderer or to its personnel.
- b. Any financial liability arising to the Institute under the Contract shall be recovered from the Security Deposit of the Successful Tenderer.
- c. The Successful Tenderer and their staff/ personnel shall abide by the general instructions/ directions / orders of the Institute in force or issued from time-to-time by the competent authority of the Institute.
- d. The Successful Tenderer on the direction of Institute will be under obligation to change any personnel deployed immediately.
- e. 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 Contract committed by the Successful Tenderer
- f. No party shall be allowed to be represented by Advocate during any investigation, enquiry, appeal or any other proceeding by or before any officer of the Institute against the Successful Tenderer.
- g. The Successful Tenderer shall follow the employment reservation law/ order as applicable to it.
- h. If at any later date, it is found that the information, documents and certificates submitted by the Successful Tenderer 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 Successful Tenderer.

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.
- (d) Institute shall not provide accommodation to any of the employee of Successful Tenderer.

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8. 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 Tenderer shall increase the validity period subject to maximum of 90 days. In case the Tenderer does not agree to extend the validity period of "Offer", his EMD may be returned by the Institute.

9. COMMENCEMENT OF WORK: -

The Successful Tenderer shall start the work within 15 (fifteen) days from the date of signing of the Agreement. In case it is found that the work has not been taken up within fifteen days from the date of signing the Agreement, the Institute at its sole discretion may cancel the same and forfeit the Security Deposit.

10. Period of contract and its renewal:

- a. The life of the proposed Contract shall be for a maximum period of 05 (Five) years from the date of execution of Agreement.
- b. In the first instance, the Contract would be for a period of one year. Thereafter, the Contract shall be renewed for further periods of one year each, on the request of the Successful Tenderer, made in writing at least three months before the date of expiry of the initial/ first period of Contract, or the subsequent yearly renewed period of Contract, as the case may be, and upon receipt of satisfactory performance report, on such request.
- c. Each renewal of Contract shall be made on the same terms and conditions on which the initial Agreement shall be entered into.
- d. Subject to other conditions of the Contract, the minimum period for the running of the contract is 1 (one) year, during which the Successful Tenderer cannot withdraw from its obligations under the Contract.
- e. In all circumstances and eventualities, whether arising out on expiry of the period of Contract or its non-renewal or termination or withdrawal, the Successful Tenderer shall have to continue the work on the same terms & conditions as are contained in the Contract/ Agreement till such time that a new or alternate arrangement is made by the Institute.

11. 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 Financial Bid, shall be paid on actual by the Institute as admissible under the Contract subject to the production of documentary evidence for the same by the Successful Tenderer. For evidence of doubt it is made clear that effervesce Tax is replaced by other Tax like GST etc., the same shall be borne by Successful Bidder or Institute as per Applicable Law.

12. Security Deposit:

- (a) The Successful Tenderer shall submit Security Deposit of the amount stated hereinabove, having validity of 66 months.
- (b) The Security Deposit may be made in the form of Bank Guarantee of any Scheduled Bank, in favour of 'Director, SSPH&PGTI, NOIDA.
- (c) The Security Deposit shall be released, or refunded, as the case may be, only upon expiry of a period of 6 (Six) months after the expiry of the Contract or its earlier termination, as the case may be, after adjustment of all dues of the Institute or damages of any kind, if any. The Institute shall be entitled to adjust any and every due amount from the said Security Deposit.
- (d) The Security Deposit would also stand forfeited, in its entirety, in case the Successful Tenderer refuses or fails to provide Service during the "Period of contract".

13. NOTICE PERIOD FOR WITHDRAWAL FROM CONTRACT:

- (a) Neither party shall be entitled to withdraw from the Contract during initial period of one year.
- (b) After expiry of the initial period of one year, either party shall be entitled to withdraw from the Contract after serving three-month notice in writing to the other party in this behalf.
- (c) Notwithstanding any other provision contained herein, in all cases of withdrawal from Contract or termination of Contract under clause 14, the Successful Tenderer shall have to continue the work on the same terms and conditions as

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are contained in the Contract/ Agreement till an alternative arrangement is made by the Institute. In the event of failure to observe this condition, the entire Security Deposit, as also any and all other dues, lying with the Institute, would stand forfeited.

14. **TERMINATION OF AGREEMENT:**

After giving 30 days' notice for opportunity of being heard to the Successful Tenderer, the Institute may terminate the Contract in the event of:

- a. Charging more than the stipulated parking rates.
- b. Breach of any of the terms and conditions of the Contract.
- c. Non-performance or unsatisfactory performance by the Successful Tenderer.
- d. Any document or information furnished by the Successful Tenderer, either before the signing of the contract or during the subsistence thereof, being found to be forged, fabricated or materially incorrect.
- e. Successful Tenderer failing to maintain adequate record of its activities or refusal to permit access thereof to the Institute.
- f. The Successful Tenderer submitting to the Institute materially false or incorrect reports.
- g. Interference, in any form, during any inspections by an inspector nominated by the Director of the Institute,
- h. The Successful Tenderer fails to observe agreed Service standards or fails to provide Services in conformity with Institute; instructions or procedures or protocol.
- i. The presentations and declarations made by the Successful Tenderer before entering into the Contract with regards to its performance of Services, functions etc., are found to be false and misleading
- j. The Successful Tenderer goes into liquidation or is wound up or dissolutions proceedings are initiated.
- k. If Liquidator or Receiver is appointed to take possession of undertaking, business or assets of Successful Tenderer.
- l. Changes in the Ownership or Management of the successful tenderer.

15. **ASSIGNMENT** –

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

16. **ACTS OF GOD & OTHERS** –

Neither party of the tender/ Contract shall be responsible for any delay in performance of any terms and conditions hereunder to the extent delay is caused by fire, explosion, war or act of God.

17. **PENALTY CLAUSE:**

- i. The Successful Tenderer shall make good any loss of cycle, motorcycle, car kept under his custody within one month and also losses not covered by the insurance. In case the Successful Tenderer does not pay the said amount within the period of one month, the Institute will recover from the Security Deposit of the Successful Tenderer and Successful Tenderer will make good the amount of Security Deposit within a week's time. In such event, Successful Tenderer shall also deposit 2,000/- (Two thousand only) as penalty with the institute within the same period.
- ii. The Institute shall impose penalty on the Successful Tenderer for non-compliance of any terms and conditions of the tender, The Director of the Institute or his nominee Medical Superintendent will impose a penalty of Rs. 500/for every such non-compliance.

18- **Settlement of Dispute & Law:**

- (a) The laws of India shall apply to this tender/ Contract.
- (b) The courts at Allahabad shall have exclusive jurisdiction in all matters arising out of this tender/ Contract.
- (c) In the event of any dispute or difference between the parties relating to or concerning 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.
- (d) No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceeding at the Institute.

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- (e) In the event of any dispute or differences, arising in connection with the contract, whether during the subsistence of the contract or at any time after the expiry thereof, not being resolved in the manner provided in sub-clause 'c' above, the same shall be referred to the Sole Arbitrator who will be appointed by the Director of SSPH&PGTI. The provisions of Arbitration and Conciliation Act 1996 shall apply. The place of Arbitration shall be Noida. The decision of Arbitrator shall be binding on Institute and the Successful Tenderer.
- (f) It will be term of the Agreement (to be executed between Institute and Successful Tenderer) that none of the Parties of the Arbitration shall, unless permitted by the Arbitrator, engage any Advocate to argue his case before the Arbitrator and the Arbitrator shall not give such a permission unless he feels that it is necessary to do so for limited purpose of eliciting arguments on any interpretation of terms of contract.

19. 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-1 (6) of this Tender Document.

20. STAMP DUTY: -

Stamp duty, leviable on Agreement to be executed between Institute of Successful Bidder, shall be borne by the Successful tenderer.

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SECTION- (III)

SCOPE OF WORK PERFORMANCE INDICATOR FOR for 'Cycle/ Motorcycle/ Car Stand' in the Institute

1. LICENSE FEE:

(a) The License Fees agreed between the Institute & Successful Tenderer shall be deposited by the Successful Tenderer within the stipulated time, failing which penalty @ 10% of the required amount shall be imposed (b) Time schedule:

License Fees, shall be deposited in the form of Demand Draft, favouring Director, SSPH&PGTI as per the time schedule given below: -

- (i) 25% of License Fees for 1st year shall be deposited prior to the execution of Contract Agreement.
- (ii) 25% of License Fees for the year 15 days before commencement of 2nd quarter.
- (iii) 25% of License Fees for the year 15 days before commencement of 3rd quarter.
- (iv) 25% of License Fees for the year 15 days before commencement of 4th quarter.

2. ESCALATION

The quoted License Fee shall be valid for one year and subsequently the License Fee will be increased with 10 % yearly escalation.

3. CHARGES

The Successful Tenderer shall be allowed to charge the following parking rates from the public/ visitor. However, no charge shall be taken from staff of the Institute.

Type of vehicles	1 st Year	2 nd Year	3 rd to 5 th Years
Cycle	Nil	Nil	Nil
Motor Cycle (Two wheeler)	10	10	15
Car (Four wheeler)	30	35	35

The aforesaid rates shall be effective upto 24 hours and in case the vehicles are parked/ un parked on several times within 24hours, no extra charges shall be taken by the Successful Tenderer.

The above rates shall be prominently displayed by the Successful Tenderer at the entrance or any other place designated by the Institute on the notice board of 4'x 3'at his own cost.

4. TOKEN

Token will be issued by the Successful Tenderer at its own cost as prescribed below to the person who parks his/her vehicles, the rate for parking will be printed on the token. A token will be given as against parking the vehicle at stand,

Book No. SL No. Rate	Book No. SL No, Rate	Book No. SL No. Rate
Vehicle No. Date SSPH&PGTI NOIDA	Vehicle No, Date SSPH&PGTI NOIDA	Vehicle Nor Date SSPH&PGTI NOIDA
Seal / Signature of Contractor / Representative of Contract	Seal / Signature of Contractor / Representative of Contract	Seal / Signature of Contractor / Representative of Contract

In case of loss of token, the Successful Tenderer will charge Rs. 50/- as cost of the token and only after proper verification from the vehicle register and identity card etc., the vehicle will be handed over to the visitor. This condition will be printed on the token. The above token will be issued by automatic machine only not through manual distribution.

5. The stand will remain open 365 days and the Successful Tenderer shall have to keep watch on the Cycle/ Motor Cycle/ Car Stand round the clock for 24 hours on all days, including holidays,

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6. Assessment of total number of Cycle/ Motor Cycle/ Car etc. may be personally done by the tenderer before submitting tender. The parking space of Cycle/ Motor Cycle/ Car may increase in the same calendar year.
7. The Successful Tenderer will make an arrangement on his own to remove vehicles from non-parking area, parked in unauthorized places, and in case of failure penalty should be imposed @ Rs. 100/- for two wheelers and Rs. 200/- for four wheelers respectively.
8. Barrier has to be placed before main gate and there should be:
 - a. Double barrier.
 - b. Separate entry & exit pattern to be followed.
9. Successful Tenderer should use "wheel clamps" for blocking the cars & take the penalty of Rs. 200/- for wrong parking. Information regarding this provision should be displayed at many places.
10. PARKING AREA:
 - i. Patient relative parking (Chargeable) Institute Second Lower Basement (P-2).
 - ii. Staff Parking (Free of cost)
 - a. Institute First Lower Basement (P-1).
 - b. Back side hospital
11. License Fees shall be paid by Successful Tenderer on Pro-rata basis in case of any addition or deletion of parking area.
12. Theft- In case of theft of any vehicle from parking, the money will be reimbursed by the successful tenderer and he will be held responsible for the act.
13. All staff parking areas will be held by Successful Tenderer free of cost. (Timings- Round the clock)
14. Successful Tenderer will arrange for cleaning the all parking areas on regular basis and no additional manpower support and expenses will be provided by the Institute.
15. The Successful Tenderer will inform about the abandoned vehicles to the security every 3 months.
16. All the staff of Successful Tenderer will be in uniform all the time.
17. A robust mechanism for facilitating token issuance at entry and token collection during exit should preferably be present during rains/ rainy seasons also except in Force Majeure condition.

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ACCEPTANCE

_____ I son of -
----- who is Proprietor/ Partner/ Director/ resident of
M/s----- Chairman of

_____ have read and understood the contents of the foregoing sections 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

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SECTION-IV

TECHNICAL BID

S.	Particulars	Details	Page no,
1.	Name of Firm/ Proprietorship/ Partnership/ Private Limited Company/ Society (Enclose relevant document)		
2.	Name of Proprietor / Partner/ Director/ Chairman		
3.	Name and address of the person legally authorized to sign the agreement in case of partnership firm/ Company/ Society.		
4.	Permanent Address:		
5.	Telephone and mobile No, (Head and branch Office)		
6.	Local Address Email id: - Website:-		
7.	Name and mailing address of Proprietor/ partners/ Director/ Chairman of the society/ corporation/ firm/ company with their telephone and mobile nos.		
8.	Proof of experience, as stated hereinabove. (Enclose copy of certificate issued from concerned or animation Institute)		
9.	Details of tender fee Rs 1050/-		
10.	Detail of Earnest Money Deposit Bank Draft No.		
11.	Date of issue Bank's Name and branch: Amount:		
12.	Balance sheets for three years (i.e. F Y 2013-14,2014-15 and 2015-16) duly certified by the chartered accountant showing turnover of business.		
13.	An affidavit duly certified by a Notary that the firm / company/ Society have never been blacklisted.		

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14.	An affidavit duly certified by a Notary that there is no ongoing Criminal case / vigilance enquiry/ Labour disputes against the Society/ Chairman of Society/ firm / Partners/ proprietor/ Director of the company and he/she has never been convicted or punished by any Hon'ble Court of Law.		
15.	Income tax Assessment copy along with PAN		
16.	Certificate of EPF/ESI Registration number in Lucknow, in applicable		
17.	Trade Tax and Service Tax Registration Certificate if applicable. (Enclose copy)		
18.	Copy of resolution for authorization of signatory to sign the tender along with name and designation.		
19.	Names and addresses of two persons of standing who can vouch for the credentials of the tenderer & stand surety		
20.	Name and address of organization where satisfactory services were rendered. Please enclose satisfactory performance and completion certificate issued by Head / authorized signatory of the organization.		

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

Signature of the Tenderer
With address and seal

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(Annexure — I of Technical Bid)

Affidavit

IS/O..... resident of
..... Owner/ Partner/ Proprietor/ Director/ Chairman of
M/S..... having its registered office at..... do hereby
solemnly affirm and declare the following: -

That our Firm/ organization/ company/ Society/ 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

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(Annexure — II of Technical Bid)

Affidavit to be furnished by the Firm (on Rs.20/- stamp paper duly notarized)

(Strike off whichever is not applicable)

I/ FirmSon/ daughter/ wife of
.....aged about years, resident of
..... do hereby solemnly affirm/ state oath as under:-

1. I/ The Firm am/ is not accused of any offence(s) punishable with imprisonment for two years or more in a pending case (s) in which a charge(s) has/ have been framed by the court(s) of competent jurisdiction. I/ The Firm have been/ has not been convicted of an offence and sentenced to imprisonment for one year or more.
2. If upon inspection/ testing of stores inferior quality of goods is detected vis-à-vis specified quality, I/ The Firm shall be held responsible for supply of substandard store and action may be taken against me/ the firm,

Placed

Date

Signature of Deponent

I/ the Firm, the above named deponent, do hereby verify and declare that the contents of this affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therein,

Verified at.....this.....days of 2017

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(Annexure III of Technical Bid)

SELF DECLARATION FOR Highest RATE

(on Rs 10.00 Non-judicial Stamp paper)

I, (Name-of-the-Signatory), (Designation of the Signatory) with M/S (Name of the Company), do hereby certify that the rates quoted in the Tender No is the highest rate quoted to any Government Institute / Hospital (State / Central) in India.

Authorized Signatory.....
Designation.....
Seal.....

Date:
Place:

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(Annexure-IV of Technical Bid)

AFFIDAVIT (Notarized)

Reference: Tender No. SSPHPGTI/MS/2016-2017/

I, (Name of the Signatory), S/ o (Father's Name), (Designation of the Signatory) with (Name of the Company), with its office at (Address of the Head office of the Company), do solemnly affirm and declare as under: -

The bidder does not have any relation with the person authorized to evaluate technically or involved in finalizing the tender. Place:

Date:

Deponent

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and no part of it is false and nothing has been concealed therein.

Verified at (Place), on this (Date) day of (Month) 2016/2017.

Deponent

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SECTION-V

FINANCIAL BID FORMAT

Rate/ License Fee quoted per month and should be inclusive all applicable Taxes as on date with break up/ detail of each such taxes. However, T.D.S. if any will be applicable as per rule.

1		2	3
<u>Rate/ License Fee per month (in Rs.)</u>		<u>Tax, if any.</u>	<u>Total = 1 + 2</u>
<u>In Figure</u>	In Words		
			<u>Figure:</u> <u>Words:</u>

Note: If Service Tax is replaced by other Tax like GST etc., the same shall be borne by the Successful Tenderer or Institute as per Applicable Law.

Details: -

Signature.....
Name.....
Designation.....
Seal.....

Date:

Place: