

SUPER SPECIALITY PAEDIATRIC HOSPITAL & POST GRADUATE TEACHING INSTITUTE  
SECTOR- 30 NOIDA, GAUTAM BUDH NAGAR U.P. -201303

**SUPER SPECIALITY PAEDIATRIC HOSPITAL & POST GRADUATE TEACHING INSTITUTE**  
**SECTOR- 30 NOIDA, GAUTAM BUDH NAGAR U.P. Contact- 0120-2455112**

**TENDER NOTICE**

Sealed tenders in two parts i.e. Technical Bid -A and Financial Bid-B are invited for '**OUTSOURCING OF MANPOWER FOR HOUSE KEEPING SERVICES.**' Detailed advertisement and Tender document can be downloaded from SSPH&PGTI website 'www.ssphpgtinoida.com' from **26/12/2016 to 24/01/2017**. The last date of submission of tender document is **25/01/2017 up to 4.00 P.M.** Tender should be submitted to the Director, SSPH&PGTI, 1st Floor, RSD Cell, Sector 30, Noida-201303 through speed or registered post only. The tender shall be opened in the Director Office Board room on **27.01.2017 at 11.00 AM**.

Director of SSPH&PGTI reserves right to cancel or reject in full or in part of all tenders received without assigning any reason.  
**Advt. No.** SSPH&PGTI/MS/Contract/2016-17/008 **DIRECTOR**

**TENDER NOTICE**  
**OUTSOURCING OF MANPOWER FOR HOUSEKEEPING SERVICES**

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

<b>Name of Services</b>	<b>Tender fees</b>	<b>Date of availability of Tender documents</b>	<b>Last Date and Time of Receipt of completed Tender</b>	<b>Opening date and time of Tender</b>
MANPOWER FOR HOUSEKEEPING SERVICES	RS. 3000/- + 5%tax i.e. 3150/(Non-refundable)	26/12/2016 to 24/01/2017	25/01/2017 at 4:00 PM	27/01/2017 at 11.00 AM

**Eligibility of Tenders:**

The Tenderer should have minimum 03 years of experience in related field, providing Man power for House Keeping (Male & Female) in a Large Recognized Hospital/Large Organization such as Reputed Laboratories/Research /Teaching Institutes, Medical Institutions or Nursing Homes having minimum 300 beds and engaging more than 150-man power in any single organization and having minimum turnover of Rs.1 Crore (Rs one crore) per annum of the same business.

All tender forms duly filled along with tender fee of Rs.3000/- + 5%tax i.e. 3150/- (Non-refundable) in the shape of Bank Draft of a Scheduled Bank drawn in favour of 'Director, SSPH&PGTI payable at Noida' must reach the office of the Director, Super Speciality Paediatric Hospital & Post Graduate Teaching Institute, Sector-30, Noida (UP)-201303 through Speed/Registered post only, latest by 25/01/2017 up to 4:00 PM. No tender form shall be accepted by hand/courier. In this process owing to any postal delay for whatsoever reason, the Super Speciality Paediatric Hospital& Post Graduate Teaching Institute, Sector-30, Noida shall not be responsible. Incomplete tender in any respect shall be summarily rejected. The (Technical bid) shall be opened 27/01/2017 at 11:00 AM 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. Director, Super Speciality Paediatric Hospital& Post Graduate Teaching Institute, Sector-30, 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).

1- Instruction to Tenderer	4-6
2- General Terms and Conditions for the Successful Tenderer and Performance Indicator.	7-15
3- Special terms & conditions and Scope .of work.	16-20
4- Technical Bid (Part-A)	21-23
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**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 outsourcing of manpower for Housekeeping" on top of envelope "C". Sealed Tender shall be sent to the Director, Super Speciality Paediatric Hospital & Post Graduate Teaching Institute, Sector 30, Noida. It should be sent by speed post or registered post only so as to reach on or before 25/01/2017 up to 4:00 PM. No Tender will be received by Hand. The tender would be opened on 27/01/2017 at 11:00 AM. All the tenderers or their authorized representatives are advised to attend the opening of tender at 11:00 AM on 27/01/2017 in the Board Room, Super Speciality Paediatric Hospital & Post Graduate Teaching Institute, Sector 30, 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.

**1- Experience: -**

- I. The Tenderer should have at least 03 years of experience in related field, providing Man power (Male & Female) in a Large Recognized Hospital/Large Organization such as Reputed Laboratories/Research /Teaching Institutes/Medical Institutions or Nursing Homes having minimum 300 beds and engaging more than 150 manpower in any single organization and having minimum turnover of Rs.1 Crore (Rupees One Crore) per annum of the same business.
- II. Experience and satisfactory work experience certificate issued by the Head of the Institution should be annexed with Tender.
- III. 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.
- IV. Only proprietor will sign the tender document in case of a Proprietary Firm. In case of a Partnership firm authorized signatory of the firm shall sign the tender documents and attested copy of authorization letter of such person 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 signatory/signatories 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 SSPH&PGTI in writing, failing which the SSPH&PGTI shall have no responsibility or liability of any action, taken on the strength of the said documents.
- V. 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 signatory will sign the Agreement.

- VI. 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.
- VII. Subletting of contract is strictly prohibited.
- VIII. 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).
- IX. Any 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.
- X. Irrespective of the number, only those tenderers who successfully qualify in the Technical Bid will be allowed to participate further in the tendering process.
- XI. The employees of SSPH&PGTI, Noida 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.
- XII. 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.
- XIII. In the event of withdrawal by a tenderer before the validity of offer, SSPH&PGTI shall have right to forfeit the Earnest Money Deposit (EMD).

**2- TENDER SHALL BE REJECTED IF: -**

- (i) Any tender received after the prescribed date and time as given in the Notice Inviting Tender.
  - (ii) Tenderer fails to enclose Tender Fee.
  - (iii) Tenderer fails to enclose EMD with Technical Bid Part-A.
  - (iv) Tenderer fails to submit Tender Fee and on required format as stated in Technical Bid.
  - (v) CORRECTION, ALTERATION AND OVERWRITING is found in the Financial Bid.
  - (vi) Authenticity of any of the supporting document is found to be fabricated.
  - (vii) Tender is sent through courier service or deposited by hand.
  - (viii) Tenderers try to influence any official of the SSPH&PGTI in any manner.
  - (x) Tenderer fails to provide Technical Bid and Financial Bid in separate envelopes.
  - (xi) Tenderer fails to submit Attested photocopy of Certificate of EPF, ESIC, Service Tax, & ISO 9001:2008 Registration certificate.
  - (xii) Tenderer fails to submit the required information/document along with the tender as per the terms and condition of the tender document.
  - (xiii) Tenderer fails to put signature and seal on each page of Technical Bid and Financial Bid.
  - (xiv) Tender is found to be incomplete in any respect or sent in unsealed envelope.
  - (xiv) Tender is found to be conditional.
- 3- The DIRECTOR, SSPH&PGTI reserves right to cancel or reject in full or in part of all tenders received without assigning any reason in lieu thereof.

**4- Instruction for Technical Bid EARNEST MONEY (EMD)**

- i. Earnest money deposit of Rs 3,00,000.00(Rs. Three Lacs only) paid in the shape of Bank Draft/FDR/TDR of a Scheduled Bank, pledged in favour of 'DIRECTOR, SUPER SPECIALITY PAEDIATRIC HOSPITAL& POST GRADUATE TEACHING INSTITUTE payable at Noida' to be enclosed with Technical Bid of the tender. The earnest money will be refunded to unsuccessful bidders within three months from the finalization of the 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 shall not be acceptable.
- ii. Tenderer should furnish the balance sheets for preceding three financial years duly certified by the chartered accountant showing turnover & Net worth of the business as stipulated in the tender document.
- iii. Duly self-attested Copy of PAN/TAN/TIN as applicable is required to be submitted.
- iv. 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).
- v. 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. (On given format at Annexure - III)
- vi. Copy of Bank Passbook or Statement of Bank Account from Bank for last six months.
- vii. Attested photocopy of Certificate of EPF& ESI Registration should be submitted along with the code number.
- viii. Attested photocopy of Certificate of Service Tax registration should be submitted along with number.
- ix. Attested photocopy of ISO 9001:2008 certification.

**5- Instruction for Financial Bid**

- i. The tenderer should quote in figures as well as in words the amount tendered.
- 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. Tenderer to submit recent minimum wages order for manpower issued by labour department Govt. of U.P. for the manpower such as on the date of submission of tender, if man power is stated in the document.
- v. The tenderer quoting rates below admissible/applicable minimum wages of the manpower approved by Labour Department Govt. of U.P. Guidelines stated in the document will not be considered.
- vi. Break up/Details of Govt. tax & Levies must be provided.
- vii. 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.
- viii. Subject to sub clause-vii above, rates quoted by tenderer should be inclusive of all Taxes.

## **SECTION-II.**

### **6. 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 representatives will sign the Agreement.
- b. The Successful Tenderer have to open a current/saving bank account with any nationalized bank in Noida (Gautam Budh Nagar) within a week time and intimate the A/C no. to the Director, SSPH&PGTI, Noida.

### **7. THE SUCCESSFUL TENDERER DELIVERABLES.**

- i. The Successful Tenderer shall be responsible for providing Services in the designated area during the time in the day as specified for particular area.
- ii. The Services shall be provided through qualified and experienced personnel for particular service.
- iii. The Successful Tenderer shall present details of personnel through which the Services will be rendered by Successful Tenderer before the SSPH&PGTI or committee identified by SSPH&PGTI for the purposes to assess the suitability of personnel of Successful Tenderer.
- iv. The Successful Tenderer shall pay, salary through Account Payee Cheque/Through RTGS to the personnel engaged for providing Services and will submit the copy of such cheques to SSPH&PGTI. The value of such Cheques will be the same as has been agreed upon in the agreement under the salary/wages head.
- v. 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.
- vi. All personnel deployed for the Services shall wear the dress as specified by the SSPH&PGTI.
- vii. 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 to the Services.

### **8. 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 behavioural problem observed.
  - e. Undesirable actions observed which may cause or may have caused financial and image loss to the SSPH&PGTI.
- (ii) The cost of service will include:
  - a. Manpower cost per unit of Services.
  - b. Other expenditures cost.
  - c. The Successful Tenderer charges.
  - d. Government levies.

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

- I. 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.
- II. 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 SSPH&PGTI are within the SCOPE OF WORK of the Successful Tenderer and the Successful Tenderer shall carry out such duties with diligence and care.
- III. 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.
- IV. 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 SSPH&PGTI, 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 EPF, service tax, ESIC etc. as and when applicable. These personnel shall have no claim for regularisation whatsoever, to be treated as employees of the SSPH&PGTI. In the event any such claims made by the personnel of the Successful Tenderer on the SSPH&PGTI, the Successful Tenderer shall be wholly responsible and Successful Tenderer shall indemnify the SSPH&PGTI against any such claims, either monetary or otherwise.
- V. 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 SSPH&PGTI 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.
- VI. In case the Successful tenderer fails in fulfilling the obligations fully and in time, the SSPH&PGTI 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.
- VII. 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 Nodal Officer or Department nominated by SSPH&PGTI. 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.
- VIII. 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 Guidelines from time to time. 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 SSPH&PGTI and Successful Tenderer

and shall indemnify the SSPH&PGTI 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 SSPH&PGTI 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.

- VIII. 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 Nodal Officer. 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 SSPH&PGTI shall not be held accountable and responsible on this head with regard to staff on the rolls of the Successful Tenderer whatsoever.

**10- CONSIDERATION/ COMPENSATION:**

- i. In consideration of the Successful Tenderer rendering the aforesaid Services, the SSPH&PGTI shall pay to the Successful Tenderer a consideration amount. The Successful Tenderer shall submit monthly bill to the SSPH&PGTI for the Services rendered by the Successful Tenderer in preceding month.
- ii. 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 SSPH&PGTI 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.
- iii. The Successful Tenderer would also fully indemnify any legal and financial liabilities bestowed upon the SSPH&PGTI in respect to the personnel employed/deputed under the Agreement to be executed between SSPH&PGTI and Successful Tenderer.
- iv. 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 SSPH&PGTI will in no way be responsible for any liability or claim of the personnel employed by the Successful Tenderer. SSPH&PGTI 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 fulfilment of the contract. The Successful Tenderer will make full arrangement for safety and security of all such staff.
- v. 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 SSPH&PGTI shall be forfeited without any claim whatsoever against the SSPH&PGTI. If at any time it is also found that any type of liability/

responsibility fixed on the SSPH&PGTI 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.

**11. COMPLIANCE OF LABOUR STATUES:**

- I. 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.
- II. 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 SSPH&PGTI premises, the Successful Tenderer shall immediately obtain required license under the provision of the Contract Labour (Regulation and Abolition) Act, 1970.
- III. 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.

**12 CONTROL & SUPERVISION OF SUCCESSFUL TENDERER'S PERSONNEL:**

- I. 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 behaviour, appearance of its personnel deployed in the SSPH&PGTI's premises.
- II. 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 SSPH&PGTI shall immediately take necessary steps so as to provide prompt and effective services, as per agreed terms.
- III. The Successful Tenderer shall ensure that the personnel engaged by them shall remain on the premises of the SSPH&PGTI as per timings indicated by the SSPH&PGTI. However, prior permission will have to be obtained by Successful Tenderer/its supervisors from the SSPH&PGTI in the event of Successful Tenderer/its personnel being required to remain on the SSPH&PGTI's premises beyond the aforesaid stipulated time and/ or on Sundays and fixed Public Holidays for any reasons whatsoever.

**13. DAMAGES TO PERSON & PROPERTY -**

- I. The Successful Tenderer shall insure at its cost all its personnel deployed in the SSPH&PGTI premises, against all accidents, (fatal or otherwise) or injuries that may be suffered by them and all claims arising there from shall be dealt with by the Successful Tenderer directly and proof of insurance to be submitted to SSPH&PGTI.
- II. The Successful Tenderer shall ensure that the SSPH&PGTI 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.
- III. The Successful Tenderer shall indemnify the SSPH&PGTI 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 SSPH&PGTI in connection therewith.
- IV. The SSPH&PGTI 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.
- V. 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 SSPH&PGTI's premises to persons and property of the SSPH&PGTI, the Successful Tenderer shall be liable for the same and indemnify the SSPH&PGTI for such damages. Successful Tenderer shall also render all assistance and cooperation to the SSPH&PGTI with a joint inquiry thereon.
- VI. In case of any lapse default and negligence, fraud etc. on the part of the Successful Tenderer or its personnel deployed in the SSPH&PGTI's premises, due to which the SSPH&PGTI suffered any loss, the Successful Tenderer shall be responsible to indemnify the loss and damages to the SSPH&PGTI. However, SSPH&PGTI will be at liberty to recover such losses from him.
- VII. The Successful Tenderer shall indemnify the SSPH&PGTI against any action, proceedings, claims or demands of any persons(s), or its personnel made against the SSPH&PGTI in respect of Services. The Successful Tenderer shall also indemnify the SSPH&PGTI for any commission or omission or default on the part of the Successful Tenderer, its personnel or agents which the SSPH&PGTI may have to pay, incur or sustain by any reasons of any such action, proceedings, claims or demands or otherwise in relation thereto.

**14. Miscellaneous Liability/Responsibility:**

- I. The Successful Tenderer shall not divulge any confidential information and shall ensure that he has been granted license by the SSPH&PGTI 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.
- II. Any financial liability arising to the SSPH&PGTI 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.
- III. The Successful Tenderer and their staff / personnel shall follow the instructions/directions/orders/rules and regulations of the SSPH&PGTI in force or as amended from time-to-time by the competent authority of the SSPH&PGTI or officer nominated by the SSPH&PGTI or Nodal officer of the SSPH&PGTI. The Successful Tenderer on the direction of SSPH&PGTI will be under obligation to change the personal immediately.
- IV. The Director of the SSPH&PGTI or any officer authorized by the SSPH&PGTI, may review or ascertain and enforce due and proper observance of the laws and rules and regulations. The officer so authorized by the SSPH&PGTI or the Director of

SSPH&PGTI, may investigate into any complaint regarding default in terms and conditions of Tender/Agreement committed by the Successful Tenderer.

- V. No party shall be allowed to be represented by legal expert during any investigation, enquiry, appeal or any other proceeding by or before any officer of the SSPH&PGTI against the Successful Tenderer.

**15. 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 SSPH&PGTI the Successful Tenderer shall increase the validity period subject to maximum 90 days.

**16. COMMENCEMENT OF WORK: -**

The Successful Tenderer is required to sign the Agreement and start the work within seven 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 SSPH&PGTI at its sole discretion may cancel the same and forfeit the earnest money deposit or Security Deposit, as the case may be.

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

The contract will be awarded for a period 03 years from the date of execution of an agreement. Initially the contract will be for a period of one year. Thereafter, the contract shall be renewed annually upto two years 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, in case of non-renewal/termination/abandonment the successful tenderer has to continue the work till the time new arrangement is made by the SSPH&PGTI, otherwise the SSPH&PGTI will forfeit the Security Deposit. The contract will subsist only till the aforementioned post are not filled by way of regular appointment after which Institute will be at liberty to terminate the contract with the 3-month prior notice.

**18. 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 SSPH&PGTI for the said purpose.

**19. TAXES AND DUTIES: -**

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

**20. SECURITY DEPOSIT: -**

10% of the contract value shall be submitted by the Successful Tenderer as security deposit in the form of Bank Guarantee of any Scheduled Bank, in favour of TENDER FEES, SUPER SPECIALITY PAEDIATRIC HOSPITAL& POST GRADUATE TEACHING INSTITUTE payable at Noida for a period of 42 months within 15 (Fifteen) days from the date of award of tender by the SSPH&PGTI, which shall

be refunded over 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 SSPH&PGTI for damages of any kind if any. The SSPH&PGTI shall be entitled to claim/adjust any due amount from the said Security Deposit.

**21. 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 SSPH&PGTI.

**22. TERMINATION OF AGREEMENT:**

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

- I. Breach of any or all terms and conditions of the Agreement.
  - II. Nonperformance or unsatisfactory performance of work executed by the Successful Tenderer.
  - III. If at any time document or information furnished with tender is found forged or fabricated during the subsistence of the contract.
  - IV. The Successful Tenderer fails to maintain adequate records of its activities as refuses access to the SSPH&PGTI, to such records.
  - V. Non-disclosure of relevant information.
  - VI. The Successful Tenderer submits to the SSPH&PGTI materially false or incorrect reports.
  - VII. The Successful Tenderer fails to observe agreed service standards or fails to provide Services in conformity with SSPH&PGTI instructions or procedures.
  - VIII. 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.
  - IX. The Successful Tenderer goes into liquidation or is wound up or dissolutions proceedings are initiated.
  - X. If liquidator or Receiver is appointed to take possession of undertaking, business or assets of Successful Tenderer.
  - XI. Changes in the Ownership or Management of the Successful Tenderer.
- Notwithstanding to any provision of the contract, if the contract is terminated by the SSPH&PGTI, and the SSPH&PGTI 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 SSPH&PGTI.

**23. ASSIGNMENT: -**

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

**24. 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.

**25. 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.

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

- I. 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.
- II. 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, SSPH&PGTI, Noida or his nominee 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.
- III. 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.

**27. 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.

**28. STAMP DUTY: -**

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

**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  
SSPH&PGTI 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

**SECTION- (III)**  
**SPECIAL TERMS AND CONDITION AND SCOPE OF**  
**WORK PERFORMANCE INDICATOR**

1. The escalation in labour wages as per minimum wages of UP governments for skilled, semiskilled and unskilled manpower applicable as per guidelines and Government taxes and levies will be applicable during currency of contract. No other increase shall be considered on any other account during the currency of the contract.
2. The work of Successful Tenderer will be inspected by Medical Superintendent or his nominee. In case of default a fine /financial penalty for each such default:
3. (a) Absentee- Double of one-day salary per person,  
(b) Lapse/delay in work performance by worker of Successful Tenderer- Rs. 500.00 per occurrence may be levied on the Successful Tenderer.
4. In the event of the Successful Tenderer failing to execute the contract in whole or in part an alternative arrangement will be made by the SSPH&PGTI totally at the cost & risk of Successful Tenderers besides imposing fine /penalty of Rs. 1000.00 (Rs. One thousand) per day.
5. The Successful Tenderer will physically present himself at least once in a week and will contact the Medical Superintendent or his nominee.
6. The Successful Tenderer shall be liable to pay compensation for any loss & damage caused to the property of the SSPH&PGTI or its patients by the Successful Tenderer or his workers.
7. The Successful Tenderer shall be personally responsible for the conduct of his employee's/man power and in case of any complaint against any employee, Successful Tenderer will be under obligation to suitably punish the employee concerned when instructed orally or written by Medical Superintendent or his nominee. The Successful Tenderer shall observe all the laws and will himself be responsible for any prosecution or liability arising from breach of any of those laws. The SSPH&PGTI will not be held for any responsibility with regard to employees on the rolls of the Successful Tenderer whatsoever.
8. The Successful Tenderer shall ensure that manpower to be deployed to fulfil contractual obligation are neatly dressed in uniform as decided by the SSPH&PGTI and are medically fit and are not suffering from any communicable disease. Successful Tenderer shall get the medical fitness done for each of his employees from SSPH&PGTI at the time of commencement of work & thereafter every six months/or in between if any new staff joins. No staff shall be allowed to work without medical fitness all the experience for such medical fitness shall be borne by the Successful Tenderer. The 1st bill and every six monthly bill shall be proceeded for payment, only when Successful Tenderer shall submit a medical fitness of each his/her employee. Successful Tenderer shall approach Medical Superintendent, SSPH&PGTI, Noida for medical examination for fitness of his staff.



9. The Successful Tenderer & his staff shall follow the instructions of the SSPH&PGTI in force and instructions issued from time-to-time. SSPH&PGTI will be free to take suitable action under Applicable Law against the Successful Tenderer for violating the same.
10. The Successful Tenderer will issue identity cards to his workers/supervisors within one month from the date of execution of Agreement between Successful Tenderer and SSPH&PGTI. If any worker found without Identity Card, the Successful Tenderer will be fined Rs. 100.00 per day. The Successful Tenderer will post a shift supervisor at a specific point to receive and manage complaints & instructions.
11. The Successful Tenderer will provide the uniform (Male- Pant, Shirts, Sweater, Female-Dhoti, Blouse, Sweater) and name badges to all his workers at his own expenses within one month of execution of Agreement between Successful Service Provider and SSPH&PGTI, failing which a fine of Rs. 1000.00 (Rs. One thousand) per day will be imposed on the Successful Tenderer. The colour, design and quality of cloth will have to be got approved by the Medical Superintendent/ Chief Nursing Superintendent or the authorized officer of the SSPH&PGTI.
12. Contract shall commence on the date of execution of Agreement between Successful Tenderer and SSPH&PGTI.
13. The Successful Tenderer shall keep the SSPH&PGTI indemnified from all liabilities and the SSPH&PGTI shall not pay any compensation in respect of any injury or death caused to the workers of the Successful Tenderer it will be the sole responsibility of the Successful Tenderer.
14. The Successful Tenderer shall pay his workers the minimum wages fixed by the Government of Uttar Pradesh for skilled, semiskilled and unskilled categories of workers from time-to-time and guidelines for manpower throughout the subsistence of the contract in the presence of the representative authorized by the Director. If the minimum wages for a skilled, semiskilled/unskilled worker is revised by the Government of Uttar Pradesh entailing an additional burden, the SSPH&PGTI will compensate the Successful Tenderer for the difference. The wages will be payable by the Successful Tenderer to the worker upto 7th day of every month without waiting for the payment of bill to the Successful Tenderer by the SSPH&PGTI. If the Successful Tenderer fails to do so a fine of Rs. 1000.00 (Rs. One thousand) per day will be imposed. The workers must have their identity card to receive wages. The payment of wages will be done through A/C payee's Cheques/RTGS. Bills with EPF and ESI deduction challan of individual manpower & Service tax deposit challan, proof of wage disbursement (receipt copies of A/c payee cheques) be submitted for claiming the payment along with deployment chart and performance/attendance verification from respective Nodal Officer/ Incharge. The hospital work however should in any way be not disturbed on account of wage disbursement. Pay slip be issued to each

worker every month with all relevant details including his/her EPF/ESI deduction etc. by the Successful Tenderer.

15. Sufficient number of uniforms would have to be provided by the Successful Tenderer to its worker so that the workers are never without uniform. It will be strictly monitored and a fine of minimum Rs. 100/= (One hundred) per day/person to be imposed on Successful Tenderer, if any worker is found without uniform after one month of commencement of the contract.

**REPORT:**

16. The Successful Tenderer or his authorized representative shall daily report to the Medical Superintendent or his nominee to supervise the work under the contract and take instructions every day from him for the work on a Book/Register maintained by the Successful Tenderer exclusively for the purpose. He shall preserve the said book and produce the same as and when required.
17. The Successful Tenderer or his authorized representative should approach the Medical Superintendent or his nominee every day for submitting the report.
18. Routine notices/instructions (Primarily oral) will be given by the person authorized by the Medical Superintendent. The Successful Tenderer will be obliged to carry out the same fully.
19. The Successful Tenderer or his authorized representative should be available to the Nodal Officer round the clock and must carry a mobile Phone.
20. It will be the sole responsibility of the Successful Tenderer to abide by all Acts relating to Labour Laws and any other Act or Legislation, which may govern the nature of the contract and/or which may come into effect from time to time.
21. Any financial liability arising to the SSPH&PGTI 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 failing which same may be recovered as arrears of land revenue from the Successful Tenderer. There would be no liabilities of any kind on the SSPH&PGTI towards the workers of the Successful Tenderer.
21. If additional manpower is required which needs recruitment of new workers, same will be done after information and approval of the SSPH&PGTI.
22. The under mentioned Manpower posted at the SSPH&PGTI by the Successful Tenderer shall remain his employees and shall not be deemed to be or treated as the employees of the SSPH&PGTI and shall not claim any salary, damages, compensation or anything arising out of their employment/duty at the SSPH&PGTI under the Contract.
23. Successful Tenderer should be able to provide as & when required 150-man power in the SSPH&PGTI/Hospital to be deployed in areas such as wards/OT and SICUs/ICUs/OPDs clinics, labs, offices and in any other area

to be decided by the SSPH&PGTI. The nature of work of manpower provided by the Successful Tenderer shall be as follows:

The deployment of manpower in any particular area of hospital of SSPH&PGTI will be decided by the SSPH&PGTI from time to time. The number of unskilled Man power for patient care can be increased or decreased by the SSPH&PGTI as per the requirement of the hospital. These services will run all the 365 days of the year and the Successful Tenderer will have to provide manpower in all three shifts in time. The Successful Tenderer's workers will have to make their own arrangement to come on duty in each shifts punctually.

- a. To help patients in taking different posture on the bed. To shift dead body.
  - b. To clean Floors, washrooms, walls, machine, apparatus, trolley, stretcher, wheel chair, table, chair, beds, etc.
  - c. To change the cloth of patients.
  - d. Any other work assigned by Medical Superintendent or their nominee.
- (24) All works will be executed as per detailed specifications and as directed by Medical Superintendent or his nominee.
- (25) Time is the essence of the contract. In case the Successful Tenderer fails in fulfilling the obligations fully and in time, the SSPH&PGTI shall have the absolute right to take up the work at the Successful Service Provider's cost and risk and recover any and all such expenses from the amounts due to the Successful Service Provider including Security Deposit.
- (26) The Successful Tenderer shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the SSPH&PGTI from any claims in this regard.
- (27) The Successful Tenderer will be required to post suitable and experienced manager/supervisor (Minimum Graduate) may be needed to supervise and guide the workers for proper completion of the work as per direction of Medical Superintendent or his nominee. The Successful Tenderer will undertake the guarantee of character, no criminal case going against the workers, supervisors and managers as and when they are employed.
- (28) All letters posted to Successful Tenderer on the address given by him will be considered to have been delivered in time.
- (29) If it is observed at any stage that the performance and quality of the work is not satisfactory, the contract may be terminated and Security deposit will also be forfeited. The Successful Tenderer will have no claims what so ever on the SSPH&PGTI.
- (30) Turnover Tax, Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Successful Tenderer. Service Tax will be paid to Successful Tenderer after submission of deposit challan.
- (31) It will be sole responsibility of the Successful Tenderer to observe all labour laws in force from time to time. The Successful Tenderer shall

- indemnify the SSPH&PGTI from any claims arising out of the work in his scope from the Government/Local bodies or any third parties.
- (32) Successful Tenderer will be fully responsible for any accident or mishap involving workers engaged by the Successful Tenderer and any claim made on this part will be paid by the Successful Tenderer. The Successful Tenderer shall indemnify the SSPH&PGTI from any claims arising out of accidents, disabilities of any nature or death, or arising out of provisions under law, or any other nature in respect of all workers engaged by the Successful Tenderer.
- (33) Financial obligation arising against SSPH&PGTI due to any act or omission or negligence of Successful service provider, shall be recovered from Security Deposit failing which same may be recovered from Successful Tenderer as arrears of land revenue.
- (34) If at any later date, it is found that the documents and certificates submitted by the Successful service provider are forged or have been manipulated, tender shall be cancelled and EMD/Security Deposited with the SSPH&PGTI shall be forfeited without any claim whatsoever on the SSPH&PGTI.
- (35) The Successful Tenderer is required to post his authorized representative at the site of the work who shall receive the instructions from the Medical Superintendent or his nominee. All such instructions received by the authorized representative on behalf of the Successful Tenderer shall be deemed to have been received by the Successful Tenderer within the scope of this work order.
- (36) After giving opportunity of being heard to the Successful Tenderer, SSPH&PGTI may terminate/cancel the agreement on the following grounds:
- (i) Breach of any one or all terms and conditions of agreement.
  - (ii) Non-performance or unsatisfactory performance of work.
  - (iii) Wrongfully alleging any officer of the SSPH&PGTI.
  - (iv) Pressurizing any officers for undue favour.
- (37) Notwithstanding anything contained in any provision of the contract, if the contract is terminated by the SSPH&PGTI and the SSPH&PGTI 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 SSPH&PGTI.

Signature of the Tenderer

With address and Seal

**SECTION-IV**

<b>TECHNICAL BID-PART - A</b>		<b><u>Annexure - I</u></b>	
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)		
8-	Mobile No. Fax No. E-mail		
9-	The Tenderer should have at least 03 years of experience in related field, providing Man power (skilled, semiskilled and unskilled) (Male & Female) in a Large Recognized Hospital/Large Organization such as Reputed Laboratories/Research /Teaching Institutes, Medical Institutions or Nursing Homes having minimum 300 beds and engaging more than 150-man power in any single organization and having minimum turnover of Rs.1 crore per annum of the same business. Balance Sheet Certified by Chartered Accountant., for support Sheet. 2012-2013,2013-2014,2014-2015	YES/NO	
10-	Earnest Money of Rs Bank Draft No./FDR: Date: Banker's Name:		
11-	Registration Certificate of Service Tax		
12-	Registration Trade Tax		
13-	Registration Certificate of EPF		
14-	Registration Certificate of ESI		
15-	Registration of ISO 9001:2008		

16	Details of Bank Passbook/Statement of Bank A/C for last six month.		
17-	Balance sheets for last three years duly certified by the Chartered Accountant showing clearly turnover of business for Rs. 1 crore/annum. 2012-2013,2013-2014,2014-2015		
18-	An affidavit duly certified by a Notary that the firm or proprietary concern/ company has never been blacklisted. Annexure-II		
19-	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 &that their Company/Firm has never been Black Listed by any Government organization previously and he/she has never been convicted or punished by any Honourable Court of Law. Annexure-III		
20-	Copy of resolutions is submitted for authorization of signatory to sign the tender along with name and designation.		
21-	Details of all enclosures on notarized affidavit		
22-	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**

I..... S/o..... Resident  
of..... Owner/Partner/Proprietor/Director of  
M/S..... registered office  
at..... 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

**Annexure - III**

**Technical Bid Part - A**

**Affidavit**

I..... S/o..... Resident  
of.....  
Owner/Partner/Proprietor/Director of  
M/S..... registered office  
at..... 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



**ANNEXURE-B**

**Financial Bid**  
**(PART-B)**

Total Wages for manpower in a month Rs. .... (In words  
 Rs..... I .....shall pay the

S. NO.	Type of Manpower	Unit	Monthly Pay+ VDA	ESI (@4.75%)	EPF (@13.61%)	Gross Total	Service charges	Grand Total per Manpower Per Month
1-	Unskilled manpower	1						
2-	Semiskilled	1						
3-	Skilled	1						

minimum wages to our workers fixed by the Govt. of Uttar Pradesh for skilled, semiskilled and Unskilled manpower from time-to-time and as per guidelines throughout the tenure of contract up to 7th day of every month without waiting for the payment of bill. I also provide the Pay slip to each manpower every month with all relevant details including his/her EPF deduction etc. I have understood the terms & conditions along with scope of work described in the Tender documents. I also understand that number of required manpower can be increased or decreased by the SSPH&PGTI as per the actual need of the hospital.

Service tax shall be charged extra as applicable (presently 15.00%) over and total invoice value.

Date

SIGNATURE OF THE SUCCESSFUL TENDERER

WITH SEAL

Name

Designation

Firm/Organization