

PT. B. D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

E-Tender Cost: 2000 /-

Office of the Registrar
Pt. B.D.Sharma, University Of Health Sciences, Rohtak
(Forwarding letter/Undertaking)

ANNEXURE-I

Sr.No. of E-Tender	
File No.	
Subject	Deployment of firm/agency for providing Bar Code Services for biomedical waste management at Pt. B D Sharma University of Health Sciences, Rohtak
Name of the party in whose favour the E-Tender form has been issued.	

The Registrar
Pt. B.D. Sharma, University of Health Sciences,
Rohtak

(Seal of the Officer)

Dear Sir/Madam,

1. I/We hereby submitted our documents against the above cited E-Tender Deployment of firm/agency for providing Bar Code Services for biomedical waste management at Pt. B D Sharma University of Health Sciences, Rohtak **for Two year** (initially for one year and extendable for another one year subject to satisfactory services) for University of Health Sciences, Rohtak.
2. I/We have deposited E-Tender fees, EMD/BID security online to Registrar, UHS, Rohtak, Account No. 39004947732, IFSC Code SBIN0004735, Branch Medical College, Rohtak
3. I/We have gone through all terms and conditions of this E-Tender before submitting the same on agreed to all the terms and conditions, stipulated by the UHS Rohtak, in this connection.
4. I/We have noted that over written entries shall be deleted unless duly cut & re-written and initialled.
5. E-Tender is duly signed (No thumb impression should be affixed) by the proprietor authorized signatory.
6. I/We undertake to sign the contract/agreement, if required, within 21 (Twenty One) days from the issue of the letter of acceptance/offer, failing which my/our security money deposited may be forfeited and my/our name may be removed from the list of contractor at the UHS, Rohtak.

Yours Sincerely,

**Signature with rubber Stamp
of E-Tenderer with full Address**

Witness with full address and Contact No. _____

Witness with full address and Contact No. _____

Witness with full address and Contact No. _____

Witness with full address and Contact No. _____

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Note:-

1. All terms & condition such as statutory liabilities, taxes etc. have been indicated in the quotations failing which it will be presumed that the rates are inclusive of all taxes and other terms and conditions are also as per your requirements.
2. The forwarding letter / Annexure - I duly signed form part of E-Tender and should be submitted along with E-Tender documents failing which the E-Tender shall be rejected.
3. E-Tender not accompanied with E-Tender fees/ EMD/Bid security along with Techno-Commercial Bid shall be summarily rejected.
4. Instructions to Bidder on Electronic E-tendering System. Registration of bidders on e- Procurement Portal:-
 - Detailed instructions may be seen under "Help for Contractors" option available on Home Page of NIC e-Procurement portal i.e.,<https://etenders.hry.nic.in>.
5. Information about Digital Certificate.
 - Detailed instructions may be seen under "Information about DSC" option available on Home Page of NIC e-Procurement portal i.e.,<https://etenders.hry.nic.in>.
6. Instructions about Online Payment of E-tender Document Fee/ e-Service Fee / Earnest Money
 - Bidders have to pay Earnest Money Deposit (EMD), E-tender Document Fees & e-Service Fees as per detail given in e-tender document. For detailed instructions refer to-FAQ for Online Payment available at Home Page of "NIC e-Procurement portal-<https://etenders.hry.nic.in>.
7. Important Instructions & Help manual for Online bidding:
 - Detailed instructions may be seen under "Bidders Manual Kit" option available on Home Page of NIC e-Procurement portal i.e. <https://etenders.hry.nic.in>.
8. Other General issues
 - Solutions of general queries may be seen under "1-AQ" option available on Home Page of NIC e-Procurement portal i.e. <https://etenders.hry.nic.in>.
 - **HELP-DESK SUPPORT**
9. Office Timings of Help-desk support & Contact Details:-
 - The detail may be seen under "Contact Us" option available on Home Page of NIC Procurement portal i.e.<https://etenders.hry.nic.in>.
10. For support related to Haryana E-tenders in addition to Helpdesk.-
 - In addition, for support related to Haryana E-tenders in addition to helpdesk you may also contact to following,-
Email- ID- eproc.nichry@yahoo.com **Telephone No.- 0172-2700275**

E-TENDER FOR HIRING AGENCY FOR PROVIDING BAR CODE SERVICES FOR BIOMEDICAL WASTE MANAGEMENT AT PT. BHAGWAT DAYAL SHARMA, UNIVERSITY OF HEALTH SCIENCES, ROHTAK

PT. B. D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

MG-III/23/3025

Dated: 11.04.2023

NOTICE INVITING E-TENDER FOR DEPLOYMENT OF FIRM/AGENCY FOR PROVIDING BAR CODE SERVICES FOR BIOMEDICAL WASTE MANAGEMENT AT PT. B D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

The Registrar on behalf of the Vice-Chancellor, Pt. B.D. Sharma University of Health Sciences, Rohtak invites e-tenders under Two-Bid system from reputed agencies, for providing bar code services for biomedical waste management at PT. B D Sharma University of Health Sciences, Rohtak for a period of two years (initially for one year and extendable for another one year subject to satisfactory services) through open e-tendering system.

Name of work & file reference	E-Tender Cost (in Rs.)	EMD/Bid Security (in Rs.)
E-Tender for Deployment of firm/agency for providing Bar Code Services for biomedical waste management at Pt. B D Sharma University of Health Sciences, Rohtak (Under two bid system)	2,000/-	24,000/- (2% of annual tender cost)

Approximate annual cost of E-Tender = 12 lacs

The E-Tender form can be downloaded from e-E-Tender link available on the UHSR websites: uhsr.ac.in. and from website: etenders.hry.nic.in. The cost of E-Tender and Earnest Money Deposit (EMD) have to be deposited online in the SBI Account No. 39004947732, IFSC Code SBIN0004735, Branch Medical College, Rohtak, and Beneficiary Name- Registrar, Pt. B. D Sharma, UHS, Rohtak. Non submission of E-Tender cost and EMD would lead to rejection of the E-Tender.

Last date for submission / receipt of E-Tender (s) 16.05.2023 upto 05:00 PM and Technical Bids will be opened by the E-Tender Opening Committee in the presence of tenderers or their authorized representatives who wish to be present on 17.05.2023 in the committee room O/o Director's, PGIMS, Rohtak at 12.00 Noon. In case any holiday falls on the day of opening, the E-Tenders will be opened on the next working day at the same time. The E-Tenders received after the above said scheduled date and time will not be considered. No E-Tender by fax will be entertained. For more information, please log on UHS, Rohtak websites: uhsr.ac.in and etenders.hry.nic.in. A pre bid meeting will be held on 27.04.2023 at 12:00 Noon in the committee room O/o Director's PGIMS, Rohtak.

NOTE:-

1. It is clarified that no hard copy of the bid document/ supporting documents shall be accepted. Only the documents which have been uploaded on e- portal shall be considered. If any document is found missing from the uploaded document from the website, it will be the responsibility of the bidder.
2. The exemption of EMD and E-Tender document fees will only be accepted for the Haryana based MSME registered bidders as per Haryana State Public Procurement Policy for MSMEs-2016 vide Notification/Order No. 2/2/2016 4IBII dated 20.10.2016.

REGISTRAR

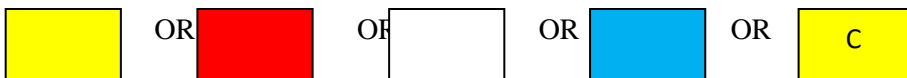
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1. SCOPES OF WORK

The Bar code label for use on the colour coded bags or containers for handling bio-medical waste should have following general specifications:-

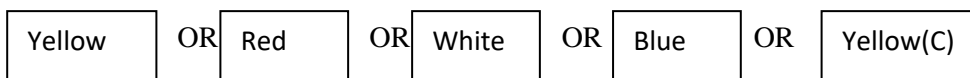
1. General specifications;

a) Colour mark on the label: A colour mark or text is required on bar code label for easy identification of the bar code (by the workers handling bio-medical waste) with designated colour coded bag or container. The bar code should have a colour mark (in Yellow/Red/White/Blue) in the form of block of size at least 100x75 mm (sample attached) or Text of font size 12 specifying the colour of the BMW in the bags or containers. The colour mark or Text shall be placed at the top left corner of the bar code label.



In case of cytotoxic drugs, the alphabet 'C' should be printed on yellow colour block.

In case of Biomedical waste label, colour mark can be specified in the form of 'Text' specifying the colour of BMW waste as "YELLOW" / " RED" / " WHITE" /" BLUE" printed on top left side of the bar code label.



b) The name of the HCF shall be indicated by first five alphabets in the name of the by the HCF i.e. PGIMS

Name of the place where HCF is located shall be indicated by 6 digit local Pincode i.e. 124001. Followed by;

Name of the State should be in the form of two digit alphabetical number i.e. HR . Followed by;

Type of HCF: Type of HCF should be in the form of alphabetical number in capital but not more than two letter i.e.- BD - Bedded Hospital followed by;

Numerical Number of the HCF: Numerical number of the health care facility shall not be more than five numerical numbers to be assigned to the HCF in between i.e., 00001 to 99999.

c) Label sequence Number: should use central software to generate unique label sequential number.

2. Additional Specifications:

- The bar code label should be pasted only at the centre or close to centre of the colour coded bag or container prescribed under the BMW Rules, 2016 and further amendments made thereof.
- Size of bar code label should be such that it should be able to accommodate desired information specified in this section.
- The bar code / QR code should be black in colour and its back ground should be white colour and it should be clearly legible on the label.
- The bar code label should be tamper proof, water proof and its colour should not be faded in due course of at least for 48 hours after its use.
- The bar code label should be able to resist the prevailing atmospheric temperatures and should not fade its colour till its end of life.
- Bar code labels should not have any traces of heavy metals or any other objectionable chemical constituent.
- All bar coded labels should be of good quality preferably avery chromo paper label having specifications prescribed under these guidelines.
- The adhesive used for bar code label should be pressure sensitive, tear resistance and should be of acrylic based adhesive and after use of labels on the colour coded bag (s) or container (s), the label should not peel off on its own or by normal abrasion during handling

3. The vendor shall make arrangement for equipment implements, manpower, Personal Protective Equipment (PPE), any other material required for the smooth operation, tying material, label/marker pen, stationery etc. which will be required for carrying out above mentioned activities and record maintenance of the same.

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4. The manpower engaged by the firm for operation for the proposed work shall wear a disposable dress & identity card issued by the firm so that they can be easily identified. It will be the responsibility of the contractor to provide the uniform and ensure compliance with the clause.
5. The contractor shall issue identity cards to its employees in consultation with office of Chief Security Officer, UHS, Rohtak to ensure safety of premises. Staff engaged by the firm will carry the card which can be checked randomly and non-adherence will invite a penalty of Rs. 500, which shall be deducted from the vendors' bill.
6. The vendor shall be responsible for taking all measures to safeguard (all the staff employed by the firm) from all the likely health hazards entailed in the Bar Code Services for BMW management.
7. The successful bidder will coordinate with HPCB/CPCB etc. in matters related to authorized and associated commitments e.g. filing of the annual reports, incidence reporting etc.
8. **Specifications of the Bar code Scanner and/or App based mobile scanner**

Dedicated Bar code Scanner and /or Bar Code Scanner Based Mobile App should have the following provisions:

- The bar code scanner should have the provision of data storage (in case of problem in server connectivity) for its retrieval, as and when required. Once the server system is restored, stored data should be transferred immediately to the server.
- Bar code Scanner should preferably have connectivity (wire or wireless) with the digital weighing machine.
- Upon scanning the barcode label, the software system should capture fixed barcode label data (sequence number of label, name of HCF, code of HCF, type of HCF, colour code of waste and location) along with dynamic data pertaining to weight, date, time and GPS coordinates of each bag/container scanned
- There should preferably be wire or wireless based connectivity between bar code scanner and weighing machine. The Bar code waste management system should also support manual data entry only in case of weight input, where digital weighing machines could not be provided by CBWTF operator or procured by the Occupier.
- Upon receipt of waste by the CBWTF operator, the system should generate print out of waste receipt at the designated waste collection point .

ESSENTIAL ELIGIBILITY CRITERIA:

- PAN card No.
- Goods & Service Tax (*GST*) Registration No.
- Valid Registration number of the firm/agency.
- Labour Licence
- The bidder should have experience of atleast one year during the last three financial years for providing Bar Coding Services for Biomedical Waste Management.
- The bidder should have minimum annual turnover of 12 lacs during the last three financial years.
- The bidder should be provided bar coding services for Biomedical Waste Management in atleast two Govt. Departments/CPSU/ State PSU/ Boards/ Corporations of State Government/ minimum 200 bedded Government/Private Hospital in the last 03 years.
- Affidavit attested by Notary that agency or firm is not blacklisted/ deregistered/debarred by any Government department/Public Sector Undertaking/ Private Sector/ or any other agency for which they have executed/ undertaken the works/ services during the last three years.
- Annual returns of previous three years supported by audited balance sheet/certification of Chartered Accountant.
- Volume/quantum of work/s done during last three financial years.

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GENERAL TERMS AND CONDITION

- 1) The 1st party (UHS) reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work by the contractor. In such eventuality UHS further reserve to get the work done from open market through other agencies. Further penal action may be taken against the 2nd party (contractor) including blacklisting and his earnest money/security deposit may also be forfeited in case of violation of terms of the contract.
- 2) Any person who is in Govt. Service anywhere or an employee of the institute should not be made a partner to the contract by the 2nd party directly or indirectly in any manner whatsoever.
- 3) The contractor shall indemnify the 1st party (UHS) against all other damages/charges and expenses for which the institute may be held liable or pay on account of the negligence of the 2nd party or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
- 4) If any information furnished by 2nd party is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the institute.
- 5) The individual signing the quotation form or any documents forming part of the contract on behalf of 2nd party, shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person of the firm as the case may be in all matters pertaining to the contract including the arbitration clauses, if subsequently the person signing fails to provide the said power of attorney within a reasonable time, the institute may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all cost and damages. In case of registered partnership firm, all the partners have signed the quotations. In case of any person signing the agreement on behalf of limited company/firm, he/she will produce a letter of authority/resolution passed by the company empowering him/her to sign the agreement on behalf of the company or firm.
- 6) The workers whose services are provided by the 2nd party, shall at all times and for all purposes be the employees of the 2nd party and on no account, personnel so appointed and recruited by the 2nd party will have any claim for appointment, continuous recruitment or regularization etc. against the Institute (1st Party).
- 7) The 2nd party shall comply with the labour laws applicable and the Institute shall not be responsible for any litigation/default from agency side.
- 8) In every case in which by virtue of the workman's Compensation Act, the Govt of Haryana/institute is obliged to pay compensation to such person, the institute will recovery from the contractor the amount of compensation so paid.
- 9) The firm will verify the antecedents of all employees working by police verification and will keep attendance and other relevant records at its cost and will produce these on demand of the authority.
- 10) The contractor shall obtain a licence under Contract Labour (R&A) Act, 1970 (if applicable) and also submit a copy of such license dully attested to the institute. Moreover, he shall abide by all the necessary provision of various other Labour applicable in this regard.
- 11) The contractor, himself, shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.
- 12) In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the contractor will have to replace such person with a suitable substitute at the direction of the competent authority.
- 13) The institute shall not provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the institute at any time.
- 14) The Bar Code Services for Biomedical waste management shall be meant for the whole institute excluding residential and hostel premises.
- 15) The provision of appropriate manpower, material supplies, required for performing the work awarded, shall be borne by the contractor unless otherwise specified in the contract.
- 16) The tenderer will be wholly responsible for providing the said services in the institute, if any defect, damage or deficiency is noticed, payment in part or fully may be held & penalty may be imposed.

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- 17) If any complaint of misbehaviour and misconduct by staff of the firm comes into the notice and any loss owing to negligence or mishandling by the staff employed by the contractor the contractor shall himself be responsible to make good for the losses so suffered by the institute.
- 18) The contractor shall not do at any stage, cause or permit any sort of nuisance in the premises of institute or do anything which may cause unnecessary disturbance or inconvenience to other working there as well as to the general public in the institute premises and near to it.
- 19) The institute will deduct Tax at source (TDS) under section 194-c of the Income Tax Act, 1961 from the contractor.
- 20) In case the agency fails to execute the job after signing the agreement/deed or leave job before completion of the period of contract at their own accord, the Vice Chancellor, UHS, Rohtak shall have the right to forfeit the security money deposited by the agency for the execution of the contract.
- 21) The firm/agency shall not engage any sub-contractor or transfer the contract to any other firm/agency.
- 22) Payment will be made on monthly basis subject to satisfactory performance report submitted by the authorised committee constituted by the competent authority
- 23) The duly pre-receipted bill of the preceding month shall be presented in triplicate by the agency latest by the 7th of every month.
- 24) The contractor should arrange all the required resource, for the work.
- 25) The vendor shall comply with the laws/rules enforced by the Haryana State Pollution Board from time to time. If on account of non-compliance with the provision of any such laws. UHS, Rohtak is called upon to make any payment to or in respect of his employees, the vendor shall fully reimburse to institute all such payment and institute shall be free to make deductions on this account from the amount of Security Deposit, in which case, the vendor shall immediately pay to the institute such amount as may be necessary to make up the required security deposit or from the dues which may be payable to Institute to the vendor. The bidder will sign an indemnity Bond of Rs 3,00,000/- in favour of UHS, to this effect.
- 26) **Submission of financial bids:** The Firm will quote the rates taking into account the scope of work as mentioned and rates (as per price bid) should be quoted for the whole year. The firm whose quote rates (inclusive of all taxes and levies etc) are lowest will be selected. In case it is found that 02 or more bidders have quoted same rate and that happens to be lowest, then lowest bidder will be decided by draw of lots.
- 27) **Performance Guarantee:** The successful bidder will submit performance guarantee equivalent to 10% of the contract value for two years in the form of bank guarantee /FDR from any scheduled bank in favour of Registrar, UHS, Rohtak. The PBG shall be valid for six months after the expiry of contract period.
Note: Conditional e-tenders will be summarily rejected. If the tenderer give a false statement on any of the above information, the firm/supplier will not be considered and their quotations/tender shall be deemed to be rejected and security deposit will stand forfeited.

28) PENALTY CLAUSES

1. In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract UHS reserves the right to impose the penalty as detailed below:
 - a) 2% of the order/agreement (Annual cost of Institute as quoted in e-tender) per week, upto 2 week delay.
 - b) After 2 weeks delay, UHS, Rohtak reserve the right to cancel the contract and withhold the agreement and get this job to be carried out from other contractor (s) from open market at the competitive rates. The defaulting contractor may be blacklisted as per clause stated above and the difference if any will be recovered from the contractor.
 - c) If the contractor is found that he is not providing the satisfactory services as per contract, the contractor may be penalized the amount of Rs. 10000/- at first occasion, Rs. 15000/- at second occasion and Rs. 20000/- at third occasion. Even then, if the services are not improved by the contractor, then the authority will be at liberty to terminate the contract after issuing show cause notice and till the maturity of subsequent contract the continuation will be got done at the risk and cost of the contractor recoverable from his security/bank guarantee.
 - d) The security deposited by the contractor shall be forfeited.

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2. If the lapse is repeated again the extent of penalty will be doubled on each such occasion. The decision of the institute in this regard shall be final and binding upon the agency. Some of the instances in which penalty would be imposed are enumerated below (but these are not exhaustive and penalty may be imposed on any violation/breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities.
 - a) If the personnel working for the awarded work are not found in proper uniform and displaying their photo identify card.
 - b) If the record as mandated by the biomedical waste (M&H) Rules is not maintained by the vendor.
 - c) Penalty will also be imposed if the behaviour of personnel(s) found is discourteous to anyone in the hospital including staff or patients.
 - d) If any personal found performing duty by submitting a fake name and address etc.
3. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and condition of the contract, agreement, or otherwise the matter shall be referred to the Arbitrator as appointed by the Vice Chancellor, UHS, Rohtak.
4. The courts at Rohtak shall have jurisdiction in connection with any dispute/litigation arising out of this contract.
5. The contractor shall be bound to provide the services for a period of three months in excess of the contracted period on the contract rates or till the finalization of fresh e-tender if so, desired by the UHS, Rohtak.
6. It is clarified that the vendor is fully responsible for the compliances of Biomedical waste (M&H) Rules notified in 2016 and any other regulations issued by the Haryana Pollution Control Board or other statutory agencies from time to time. The vendor is solely responsible for any breach in these rules/regulations. The vendor shall also indemnify the institute in case of any punitive action initiated by the statutory agencies against the institute.

29) FORCE MAJEURE

Any failure of omission or commission to carry out the provision of this Agreement by the contractor shall not give rise to any claim by one party, one against the other, if such failure of omission of commission arises from an act of God; which shall include acts of natural calamities such as flood, earth-quack, from civil strikes, riots, curfew, embargoes or from any political or other reasons beyond the parties control including war (Whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

30) WAIVER

At any time any indulgence or concession granted by UHS, Rohtak shall not alter or invalidated the terms of the contract nor constitute the waiver of any of the provision hereof after such time. Indulgence or concession shall have been granted. Further the failure of UHS, Rohtak to enforce at any time say of the provision of the contract or to exercise any option which is herein provided, shall in no way be construed to be waiver of such provisions nor in any way affect the validity of the contract or any party thereof or the right of UHS, Rohtak to enforce the same in part or in entirety of it. Waiver, if any, has to be in wrong.

31) TERMINATION:

- (a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.
- (b) If Service Provider commits breach of any covenant or any clause of this agreement, Department may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall stand terminated and Service Provider shall be liable to Department for losses or damages on account of such breach.
- (c) The Department shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

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32) ARBITRATION:

In the event of any dispute arising out in connection with the interpretation of any clause in the terms and condition of the contract, agreement, or otherwise the matter shall be referred to the Arbitrator as appointed by the Vice Chancellor, UHS, Rohtak.

33) JURISDICTION OF COURT: -

The courts at Rohtak shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Note: a) It is clarified that Vice Chancellor, UHS, Rohtak reserve the right to relax or amend/modify any clause of this e-tender document at any time before/during & after the contract period without assigning any reason.

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Annexure-II

TECHNICAL EVALUATION BID

Sr. No.	Documents asked for	Page number at which document is placed.
1.	Bid Security (EMD) of Rs 24000/- in SBI Account No. 39004947732, IFSC Code SBIN0004735, Branch Medical College, Rohtak and Beneficiary Name- Registrar, Pt. B. D Sharma, UHS, Rohtak.	
2.	One self-attested recent passport size photograph of the authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Director/Partners also.	
3.	Undertaking on stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-III.	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income Tax Return of the last financial year.	
5.	Self-attested copy of Goods & Service Tax (GST) Registration No.	
6.	Self-attested copy of valid Registration number of the firm/agency.	
7.	Proof of experience i.e. list of client alongwith performance certificate showing satisfactory services rendered by firm.	
8.	Annual returns of previous three years supported by audited balance sheet/certification of Chartered Accountant.	
9.	Average Annual Turnover and Average annual profitability as percentage of annual turnover of last three years (in lacs) (Audited balance sheet/ Certificate of Chartered Accountant to be enclosed.)	
10.	Average number of Govt. Departments/CPSU/ State PSU/ Boards/Corporations of State Government/minimum 200 bedded Government/private clients in last 03 financial years (Certified copy from the concerned organisation to be enclosed)	
11.	Experience of running Bar Code Services for Biomedical Waste Management (in years). (Statement of deployment in various institution/bodies/establishments since incorporation is to be enclosed.)	
12.	Volume/quantum of work/s done during last three financial years	
13.	Labour Licence	
14.	Detail of ownership and control	
15.	Affidavit attested by Notary that agency or firm is not blacklisted	
16.	Certificate of declaration of acceptance of all terms and conditions of the E-tender by the bidder	
17.	If any other	

Note:

Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

PT. B. D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

Annexure-III

(On a stamp paper of Rs.100/-)

Undertaking

To

The Registrar,

Pt. B.D. Sharma, UHSRohtak

Name of the firm/Agency _____

Name of the E-Tender _____ **due date:** _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in e-tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provision of Biomedical Waste (M&H) Rules-2016 issued by the Ministry of Environment & Forest, New Delhi and any guidelines issued by the Haryana State Pollution Control Board or any other statutory agency from time to time.
4. I/We am/are fully responsible for the compliances of Biomedical waste (M&H) Rules notified in 2016 and any other regulations issued by the Haryana Pollution Control Board or other statutory agencies from time to time. I/We am/are solely responsible for any breach in these rules/regulations. I/We shall also indemnify the institute in case of any punitive action initiated by the statutory agencies against the institute
5. The bidder shall ensure that all the employees get wages on the rates approved by the Deputy Commissioner, Rohtak or Minimum Wages (whichever is higher) and other benefits admissible under various Labour Laws not later than 7^h of every month. The Contractor shall provide full information in respect of the wages etc. paid to its employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act,1970 (Act 37 of 1970) and Rules of 1971 made there under monthly

(Signature of Bidder)

Name and Address of the Bidder

Tele. No.

Fax No.

PT. B. D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

Annexure-IV

Form of Bank Guarantee

(Required before award of contract as per NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called —the Bank) are bound into Registrar UHS, Rohtak (hereinafter called —the Department) in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents. WHEREAS _____ (Name of Bidder) (hereinafter called —the Bidder) has submitted his bid dated _____ for providing Bar Coding Services for Biomedical waste management at Pt. B.D. Sharma University of Health Sciences. (Hereinafter called —the Bid)

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Performance Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:-

1. That the Department may without affecting this guarantee grant time of offer to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said e-tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial bank based in India.
 - (b) Forty Five days after the date of validity or the extended date of validity of the e-tender, as the case may be, whichever is later.
4. That the expression —the Bidder and —the Bank herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
THE CONDITIONS of this obligation are:
 - (i) If the Bidder withdraws his bid during the period of e-tender validity specified in the Form of e-tender; of
 - (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
 - (iii) If the Bidder having been notified of the acceptance of his bid by the Department during the period of e-tender validity and (a) fails or refuses to furnish them Performance Guarantee and / or (b) fails or refuses to enter into a contract within the time limit specified in para of the NIT.
 - (iv) If the e-tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
 - (v) If the contract is terminated for the reason that the agency is blacklisted in any Government or in any other State Governments/Union Government.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Department having to substantiate his demand provided that in his demand the Department will note that the amount claimed (i), (ii), (iii) (a), (b), (iv) or (v), mentioned above, specifying the occurred condition or conditions.

Signatures of Witness

Name of Witness

Address of Witness

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

(Stamp/Seal of Bank)

PT. B. D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

Annexure-V

FORM OF AGREEMENT
(REQUIRED AFTER AWARD OF CONTRACT)

THIS AGREEMENT is made on this.....day of....., between the Registrar, UHS, Rohtak (Haryana) through (hereinafter referred to as the —Department, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s _____, (Name and address of the contractor) through authorized representative (hereinafter called “ the contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assignees) of the other part for providing Bar Coding Services for biomedical waste management facility to Pt. BD Sharma University of Health Sciences, Rohtak.

WHEREAS the Service Provider is engaged in the business of providing.....Services;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the Department under this agreement;

AND WHEREAS on the aforesaid representation made by the Service Provider to the Department, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SERVICE PROVIDER’S REPRESENTATION AND WARRANTIES

The service provider hereby represents warrants and confirm that the Service Provider—

- 1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary and further actions (including* but without limiting to the obtaining of necessary approval/ consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the UHS, Rohtak;
- 1.3 shall, on the execution of this agreement and providing services to the Department, not violate, breach and contravene any conditions of any agreement entered with any third party/ies ;
- 1.4 has complied with and obtained necessary permissions/licenses/ authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- (a) The Service Provider shall operate and provide services to the Department at its various sites on 07 Days a week from 9 to 5 PM.
- (b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure maintain its performance as determined by the Department from time to time.
- (c) If the Department notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the Department.
- (d) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department or itself can take action in accordance with law.

3. TERMS OF PAYMENT

All payments will be made on monthly basis by the Department shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.

4. SUBMISSION AND VERIFICATION OF BILLS

The Service Provider shall submit a monthly bill which will be duly verified from the committee constituted for this purpose along with work satisfactory report.

PT. B. D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

5. DISCIPLINE

- (a) The service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Department's option, and would be subject to verification at any time. The Department may refuse the entry into its premises to any personnel of the Services Provider not bearing such Outsourcing Policy identity card or not being perfectly dressed.
- (b) The Department shall always have the right and liberty to do surprise inspection at its sites.
- (c) The service rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the Department. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Department from time to time.
- (d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the Department. Department shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would Department be liable for any claim(s) whatsoever, of any such person(s).

6. STATUTORY COMPLIANCES

- (a) Service Provider shall obtain all registration(s)/permission(s)/ license(s) etc. which are/may be required under Haryana State Pollution Control Board/ CPCB for providing Bar Coding Services for biomedical waste management facility under this agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Department indemnified against all losses, damages and claims actions taken against Department by any authority/office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

7. PENALTY CLAUSES

In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract UHS reserves the right to impose the penalty as detailed below:

- a) 2% of the order/agreement (Annual cost of Institute as quoted in e-tender) per week, upto 2 week delay.
- b) After 2 weeks delay, UHS, Rohtak reserve the right to cancel the contract and withhold the agreement and get this job to be carried out from other contractor (s) from open market at the competitive rates. The defaulting contractor may be blacklisted as per clause stated above and the difference if any will be recovered from the contractor.
- c) If the contractor is found that he is not providing the satisfactory services as per contract, the contractor may be penalized the amount of Rs. 10000/- at first occasion, Rs. 15000/- at second occasion and Rs. 20000/- at third occasion. Even then, if the services are not improved by the contractor, then the authority will be at liberty to terminate the contract after issuing show cause notice and till the maturity of subsequent contract the continuation will be got done at the risk and cost of the contractor recoverable from his security/bank guarantee.
- d) The security deposited by the contractor shall be forfeited.

8. INDEMNIFICATION

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the Department as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Department or otherwise.
- (b) The Service Provider shall at all times Indemnify and keep indemnified that Department against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Department which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Department shall be as provided hereinbefore.

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- (c) The Service Provider shall at all times indemnify and keep indemnified the Department Outsourcing Policy against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Department's premises or before and after that.
- (d) That, if at any time, during the operation of this agreement or thereafter the Department is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the department ,all such amounts and costs also and in all such cases/events the decision of the Department shall be final and binding upon the Service Provider. The department shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

9. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Department the difference of payments made to such other sources, besides damages at double the rate of payment.

10. LOSSES SUFFERED BY SERVICE PROVIDER

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and / or its personnel in rendering or non-rendering the services under this agreement.

11. TERMS

This agreement shall be effective for a period of.....years with effect fromuptoand can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Department.

12. TERMINATION

- a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.
- b) If Service Provider commits breach of any covenant or any clause of this agreement, Department may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall stand terminated and Service Provider shall be liable to Department for losses or damages on account of such breach.
- c)The Department shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

13. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

- (a) The Service Provider shall furnish to the Department all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
- (b). The Service Provider shall always inform the Department in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Department.

14. SERVICE OF NOTICE

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address of such other addresses as may be intimated from time to time in writing.

Department	Service Provide
.....
.....

15. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of Department and it undertakes that it shall not, without Department's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 05 years from the date of expiry of this agreement or earlier termination thereof.

16. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writing and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

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17. AMENDMENT/MODIFICATION OUTSOURCING POLICY

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reproduced in writing and signed by the authorized representatives of both parties hereto.

18. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

19. WAIVER

At any time any indulgence or concession granted by the Department shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Department to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the Department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

20. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authority's demands or requirements.

21. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at Rohtak for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Vice Chancellor, UHS, Rohtak. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be Rohtak

22. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Rohtak shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

23. All other terms and conditions and clauses given in the e-tender document will also be a part of this MOU.

24. TWO COUNTERPARTS

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HERETO HAVE SIGNED THE AGGREMENT THE DAY, MONTH AND THE YEAR WRITTEN ABOVE.

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature:
Name :
Date:
Designation:

2. Signature:
Name:
Date:
Designation:

For and on behalf of the UHS, Rohtak
SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature:
:
Date:

2. Signature: Name
Name:
Date:

For and on behalf of the Service Provider

PT. B. D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

Annexure-VII

TO BE FILLED BY THE BIDDER & ENCLOSED IN PRICE BID ENVELOPE

PRICE BID/FINANCIAL BID

- Description of Work:** Service Contract for “Deployment of firm/agency for providing Bar Code Services for biomedical waste management at Pt. B D Sharma University of Health Sciences, Rohtak as per scope of work subject to fulfillment of other terms and conditions of the Service Agreement.
- Analysis of the Tender rate quoted:** Before filling the price bid, the bidder shall read the provisions given in the tender document carefully. The Tenderer shall quote their rates in the following format:-

Sr. No.	Service to be provided by the bidder	Total No. of Beds	Service Charges per Bed/ month (including Rate per sticker)	GST as applicable	Amount to be Quoted yearly (In Indian Rs.)
1.	Bar Code Services for Biomedical Waste Management at Pt. Bhagwat Dayal Sharma, University Of Health Sciences, Rohtak	2080			

Note:-

- Consolidated rate shall be quoted in price bid comprising all components of costs of this contract such as cost of manpower, devices required for bar code services, taxes, all type of material etc.
- I/We certify that I/We have read the terms and conditions as given in the E-Tender document. I/We undertake that it is my/our responsibility to ensure the compliances of Bio Medical Waste (M&H) Rules, 2016 notified by the Ministry of Environment & Forest and any rules framed in this regard by the Haryana State Pollution Control Board or any other statutory bodies. The service Provider shall also have to observe compliance of all the relevant labour laws as applicable viz. Payment of wages Act, 1936, Minimum Wage Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Haryana Contract Labour (R&A) Rules, 1974, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act, (1948), Payment of Employees Deposit Link Insurance (EDLI) etc, as applicable and as amended from time to time and /or any other rules framed there under from time to time by the Central or State Government and /or any authority constituted by or under any Law, for category of persons deployed by me/us.
- The rate quoted by the firm shall remain fixed during the contract period and revision of rates will not be acceptable on any ground. Therefore, the bidder shall keep in mind all cost escalating factors during the year and quote the amount accordingly.
- The bidder will quote service charge according to No. of beds on per day basis. It is also clarified that the firm shall also keep in mind Bar Code Services for biomedical waste management in all hospitals and institutions of UHS, all OPD's all Laboratories and Operation Theatres etc, while quoting the rates for per month in price bid, because no separate payment will be made for these areas. The vendor shall also take into account the cost incurred to him on following accounts and shall include the same into the Rates quoted for per month in the price bid.
- The bidders shall quote all rates in Indian Rupees.
- The bidder has to demonstrate the sample of bar code at the time of opening of technical bid.
- The bidder will quote the rates taking into account the scope of work as mentioned and rates (as per price bid) should be quoted for the whole year. The firm whose quote rates (inclusive of all taxes and levies etc) are lowest will be selected. In case it is found that 02 or more bidders have quoted same rate and that happens to be lowest, then lowest bidder will be decided by draw of lots.
- The contract shall be valid initially for one year but to be reviewed after completion of one year period and to be extended subject to satisfactory services only.
- All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legible attested by the tenderer shall disqualify the E-Tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No. blanks should be left which would be otherwise made the E-Tender liable for rejection.

(Signature of the bidder)

Places: _____

Name and address (with seal)

Tele.No. Fax No.

Dated: _____

PT. B. D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

Annexure-VIII

FORMAT FOR PERFORMANCE CERTIFICATE

It is certified that M/s. _____ (name of the Agency or Firm) had provided Bar Code Services for Bio Medical Waste Management) to _____ (name of the organization) and this premises located at _____ (address of the organization) vide contract / agreement / MOU bearing No _____ dated _____. The annual financial component during the contract is Rs _____ (in words). The performance of the Agency or firm was satisfactory during the contract.

Signature of the Head of Organization or its authorized

signatory With name, designation, date and seal