



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

SHORT TERM e-TENDER FOR OUTSOURCED MANPOWER SERVICES (CLASS IV STAFF, MALIS AND DRIVERS)

Tender Notification No :	To be generated automatically by the E-procurement portal of the Govt. of Punjab.
Nature of work :	Short term e- tender notice for PROVIDING OF OUTSOURCED MANPOWER SERVICES FOR THE CLASS IV STAFF, MALIS AND DRIVERS for the period of <u>One Year</u> and further extendable subject to satisfactory services and mutual consent of both the parties.
Cost of the tender document:-	Rs. 2000/- only (Rs. Two Thousand Only) {Non refundable, under any circumstances}.
Tender Processing fee:-	To be charged by Govt. of Punjab as per its norms. (Non- refundable).
EMD Amount :	<p>Rs. 2,00,000/- only (Rupees Two Lac Only) (to be quoted as detailed in the tender, in the shape of online payment)</p> <p><i>{Refundable to the Non-successful bidders, without any type of interest or other charges}.</i></p> <p><i>However, it will be converted in performance security in case of successful tenderer and will be returned after successful completion of the contract period.</i></p> <p><u>The Parties empanelled with the Ministry of Micro, Small and Medium Enterprises (MSME) are exempted from the payment of Earnest Money Deposit only. However, the said firms/ bidders must have to provide a copy of the said certificate to the University Procurement & Facility Department.</u></p>
Amount of Security Deposit:-	<p>Rs. 2,00,000/- which was deposited by the successful bidder along with his/ her bid will be converted as a part of Performance Security.</p> <p>Apart from the above, the successful bidder must have to submit a</p>



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	<p>Bank Guarantee of Rs. <u>20,00,000/- only</u> (Rs. Twenty Lac Only) issued by any nationalized bank in the favour of the Registrar, Baba Farid University of Health Sciences, Faridkot and valid for a period for Not less than 03 years from the date of Submission.</p> <p>The Successful bidder will have to deposit the said security amount within 15 days from the date of issue of the Allotment Letter. If the bidder is unable to deposit the said bank guarantee within the said period then his/ her tender will be cancelled and the EMD deposited by him/ her will be forfeited.</p>
Date of start of downloading of tender documents:-	immediate from the website of the Punjab Government i.e. https://eproc.punjab.gov.in
Website for downloading of the tender document:-	From the above website However, the details may also be obtained from the University website i.e. www.bfuhs.ac.in
Last date for downloading of the tender document:-	<u>11.01.2019 upto 12.30 pm</u>
Last date and time for submission Original Affidavit	<u>11.01.2019 upto 1.00 p.m. at the office of the Prof. In-charge (Procurement)</u>
Last date and time for submission of tender document	<u>11.01.2019 upto 2.00 pm through online mode only</u>
Date of opening of the tender documents (Technical Bids):-	<p>By the next day from the last date of submission of tenders (by 5.00pm)</p> <p>on the e-procurement portal of the Govt. of Punjab. However, the bidder or their authorized agent's representative may attend the tender opening process at the University Procurement & Facility Department, Baba Farid University of Health Sciences, Faridkot on the prescribed time and date.</p>
Date of opening of the Financial Bids of documents:- (Financial Bids)	<p>The opening of financial bids of the technically qualified bidders will be informed on the university website</p> <p>However, the bidder or their authorized agent's representative may attend the tender opening process at the University Procurement & Facility Department, Baba Farid University of Health Sciences, Faridkot on the prescribed time and date.</p>



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Address for the submission:	The Registrar, Baba Farid University of Health Sciences, Sadiq Road, Faridkot (Punjab) PIN-151203.		
Who can be contacted for obtaining more information about the tender:	<u>Sr. No.</u>	<u>Nature of Information</u>	<u>Name of the Concerned Official with Contact No:-</u> In-charge, University Procurement and Facility Department, Baba Farid University of Health Sciences, Faridkot Phone:- 01639-250150, 256232, 256236 E-Mail ID:- upfdbfuhs@gmail.com (on all working days from 9.00 am to 5.00 pm)



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SCOPE OF WORK/ SERVICES

Sealed tenders are invited from Professional Agencies for Providing of Professional Outsourced Manpower Services for THE CLASS IV STAFF, MALIS AND DRIVERS for a period of **One Year** that may be further extendable subject to the mutual consent of both the parties, to the University and its constituent colleges.

The details of Scope of Work/ Services are as under:-

The work involves providing '**Outsourced Manpower Services for THE CLASS IV STAFF, MALIS AND DRIVERS**' in the following areas under 'BFUHS' as per qualifications and other requirements as applicable for each such nature of services/ activities on contract basis as per detail given below:-

Areas under 'BFUHS'

i. Faridkot

- a. Baba Farid University of Health Sciences, Faridkot
- b. Guru Gobind Singh Medical College and Hospital including its Mortuary, Laundry and other allied areas that will be assigned by the Registrar of the University or the Principal/ Medical Superintendent.
- c. University College of Nursing, Faridkot
- d. University College of Nursing hostel.
- e. Boys hostel of the Guru Gobind Singh Medical College, Faridkot
- f. PG Hostel of the Guru Gobind Singh Medical College, Faridkot
- g. Girls hostels of the Guru Gobind Singh Medical College, Faridkot
- h. PG hostel in Medical campus of the Guru Gobind Singh Medical College, Faridkot
- i. University Institute of Para Medical Sciences of the Guru Gobind Singh Medical College, Faridkot
- j. Guest house complex
- k. Official residence of the Hon'ble Vice Chancellor, BFUHS
- l. All external areas to include roads, grounds and lawns of the University and Guru Gobind Singh Medical College, Faridkot.
- m. GGS medical college building, Academic block, De-addiction centre, TB& Chest, laundry.
- n. University College of physiotherapy, Ayurvedic centre, Audiology and speech block,



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physiotherapy OPD, engineering offices, Planning and estate offices, University Institute of Pharmaceutical Sciences and Research.

- o. Upcoming MCH block
- p. Upcoming paramedical Institute.
- q. Sunny Oberoi Rain Basera.
- r. Other areas that will be assigned by the University.

ii. Badal:

- a. Civil Hospital, Badal:
- b. State Institute of Nursing and Paramedical Sciences, Badal.
- c. Girls Hostel Block of the SINPMS, Badal.
- d. Auditorium block of the SINPMS, Badal

iii. Goindwal

- a. Institute of Nursing, University's Regional Centre, Shri Goindwal Sahib, Tarn Taran.
- b. Girls Hostel Block of the ION, Shri Goindwal Sahib.

iv. Bathinda

- a. Advanced Cancer Institute, Mansa Road, Bathinda.
- b. Night shelter Home of the Institute

v. Jalalabad:-

- a. Civil Hospital, Jalalabad
- b. University Institute of Nursing, Jalalabad
- c. Girls Hostel of the Civil Hospital and Nursing College, Jalalabad
- d. Guest House at the Residence Block of the Civil Hospital, Jalalabad.

Note:- Area may be increase or decrease at any time.

2. General Duties of the service provider: The following duties shall be performed by the service provider through his/ her staff subject to further instructions of the designated officials/ Nursing Sister In Charges specified for respective areas:-

A. Service provider shall provide round the clock Outsourced Manpower services to the 'BFUHS'



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INSTRUCTIONS/ GUIDELINES TO THE TENDERERS

Please Note that all the necessary enclosures / annexures may be downloaded from the Punjab Govt. website i.e. <https://eproc.punjab.gov.in>. The all pages of the tender should be signed and stamped by the authorized representative / signatory of the firm and then these documents may be uploaded on the above said website accompanied with the scanned copies of necessary documents.

1. Upload a scanned copy of the tender notice (Annexure-I).
2. Upload an affidavit regarding Non-Black listing as per proforma given at (Annexure-II) duly attested by an Executive Magistrate or a Notary Public. The original affidavit must be deposited to the In-charge, UPFD before the last date for submission of the technical bids.
3. Upload Technical Bid Proforma (Annexure-III).
4. Upload a signed copy of the terms and conditions (Annexure-IV).
5. Detail of Bank Account for making various payments (Annexure – V)
6. In addition to this, following documents are to be attached with Technical Bid:-
 - i) Tender Fee: The bidder must pay Rs. 2,000/- (Non refundable) and tender processing fee as per the norms of the Government of Punjab (Non Refundable) through Online Mode only i.e. Net Banking/ Credit/ Debit card.
 - ii) Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rs. Two Lac Only) online mode.
 - iii) Details of registration as Company / Shop / Establishment.
 - iv) Copy of Certificate of Registration for service Tax/TIN/TAN/PAN/GST (as applicable).
7. Attach a signed copy of the Acceptance of Tender/ Conditions Forms (Annexure-VI).
8. The details of the % of Service Charges must be submitted in the **BOQ** Performa. It is worth to mention here that the rates once quoted/ finalized will remain same/ unchanged for a period of the contract. It is also informed that the Department of Finance, Govt. of Punjab, vide letter dated 27/08/2018 decided that maximum service charges paid to the service provider/contractor shall in no case be more than 1% (one percent) of the amount of contract.
- This tender is E-tender. The bidders must to download and submit the tenders through online mode only. The bidders can't participate through any other mode. So He/ She needs to register himself/ herself on <https://eproc.punjab.gov.in>. He/ she is also required to obtain Class III digital signature certificates to complete this process.



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Annexure-I

E-TENDER NOTICE

The BABA FARID UNIVERSITY OF HEALTH SCIENCES FARIDKOT invites Tenders from Professional Agencies through Tendering for outsourcing of manpower for **Class IV Staff, Malis, Drivers** through Service Providers for a period of **One Year** (which shall be further extendable subject to satisfactory performance by the service provider and mutual consent of both the parties).

The tender document containing detailed terms & conditions may be downloaded from the e-procurement website of the Punjab Government i.e. <https://eproc.punjab.gov.in> and its details may also be seen at the University website i.e. www.bfuhs.ac.in.

TERMS AND CONDITIONS:-

1. The Earnest Money Deposit of Rs. 2,00,000/- only (Rs. Two Lac Only) must be submitted in the shape of online payment.
2. The Parties empanelled with the Ministry of Micro, Small and Medium Enterprises (MSME) are exempted from the payment of Earnest Money Deposit only. However, the said firms/ bidders must have to provide a copy of the said certificate to the University Procurement & Facility Department.
3. The tender will be opened by the next day from the last date of submission of tenders on the e-procurement portal of the Punjab Government.
4. The price bid (Financial Bids) will be opened after the opening of the technical bid. The price bid (Financial Bids) of the technical qualified bidders will be opened by the University.
5. The Registrar, Baba Farid University of Health Sciences, Faridkot reserves all rights to accept or reject any or all the tenders without assigning any reason.
6. Prior to applying for tender the tenderer have nothing due towards the University for any type of work. In case of any outstanding towards the University the tender will not be considered and rejected.

Registrar



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Annexure-II

(To be furnished on non-judicial stamp papers
worth Rs.50/- duly attested by Executive Magistrate or Notary Public).

AFFIDAVIT

I/We _____

partner/sole proprietor (Strike out which is not applicable) of (Name & Address of Firm)

_____ do hereby declare and solemnly affirm:-

- a) That the individual/firm/ companies are not debarred or black- listed by any department of Union/ State Government or any autonomous institute.
- b) That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt./Autonomous Institute.
- c) That the terms and conditions for providing of **"OUTSOURCED MANPOWER SERVICES"** at Baba Farid University of Health Sciences, Faridkot & its constituent colleges are acceptable to me/us. I/We will abide by them in letter and spirit.
- d) That I will provide the best quality services and will use the materials of standard quality for providing my services.

Date: _____

Place: _____

DEPONENT

VERIFICATION

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed therein.

Date: _____

Place: _____

DEPONENT



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TECHNICAL BID

- 1 Name of the applicant
(tenderer/ bidder). _____
- 2 Constitutional status of the
tenderer/ bidder. _____
i.e. Proprietor/ Partnership firm/ Pvt. Limited
Company/ Public Limited Company/ Co-op
Society etc.
- 3 Address of the tenderer/
bidder _____

- 4 Name of the Dealing Person :-

- 6 Position of the dealing person
in the tenderer firm/
company/ society :-

- 7 E mail id:-

- 8 Fax No:-

- 9 Mobile No:-

- 10 PAN Number

- 11 GST No. (if applicable)

- 12 EPF Code No.

- 13 ESIC Code No.



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CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

Sr. No.	Particulars	Remarks
1.	Copy of Tender Notice attached – Annexure – I Whether signed copy uploaded on the website or not?	Yes/No
2.	Whether an affidavit on the non-judicial stamp paper, duly attested by the Executive Magistrate/Notary, regarding non-black listing/ non-prosecution of firm has been submitted? – Annexure – II Whether signed copy uploaded on the website or not?	Yes/No
3.	Technical Bid Performa attached – Annexure – III Whether signed copy uploaded on the website or not?	Yes/No
4.	Signed copy of terms & conditions attached – Annexure – IV Whether signed copy uploaded on the website or not?	Yes/No
5.	Bank Details (Annexure – V) for refund of EMD attached Whether signed copy uploaded on the website or not?	Yes/No
6.	Signed copy of an acceptance of tender/ conditions (Annexure – VI) Whether signed copy uploaded on the website or not?	Yes/No
7.	Whether the Tender Document fee of Rs. 2,000/- only has been paid through online mode or not?	Yes/No
8.	Whether the Earnest Money Deposit of Rs. 2,00,000/- only has been paid through online mode or not?	Yes/ NO
9.	Whether each page of the tender document and other enclosures as well as cutting(s)/ overwriting(s) have been signed/ initialed by the tenderer and also the forwarding letter duly signed by the authorized signatory, has been submitted?	Yes/No
10.	Copy of Certificate of Registration for service Tax/GST/ TIN/TAN/PAN attached. Whether signed copy uploaded on the website or not?	Yes/No
11.	Self attested Copies of the Audited Balance Sheets for the last three financial years, signed and stamped by a practicing Chartered Accountant. Whether signed copy uploaded on the website or not?	Yes/ No
12.	Self attested Copies of the Income Tax Returns for the last three years. Whether signed copy uploaded on the website or not?	Yes/ No



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13.	Self attested Copy of the PF Code issued by the department concerned. Whether signed copy uploaded on the website or not?	Yes/ No
14.	Self attested Copy of the ESI Code issued by the department concerned (if applicable) Whether signed copy uploaded on the website or not?	Yes/ No
15.	Whether the bidder has an experience of providing outsourced labour of not less than 50 persons to any Department/ Institution/ Organization or not?	Yes/ No
16.	Whether the bidder has a minimum turnover of Rs. 50.00 lac during the last financial year or not?	Yes/ No

Note:

- Non compliance to the above conditions will render the offer/ tender to be rejected out-rightly and Price bid of the firm will not be opened.

Dated:-_____.

Place:-_____.

Signature_____

Name:-_____

Address:- _____

Contract No:-_____

E-mail id:-_____

With Seal



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Annexure-IV

TERMS AND CONDCTIONS

Short Term Tender Notice for **PROVIDING OF OUTSOURCED MANPOWER SERVICES TO THE BFUHS AND ITS CONSTITUTENT COLLEGES**

Important Notes:-

<u>A</u>	<u>Service/ Administrative Charges:-</u>	<p>The Service Charges will be based upon the % basis, upon the <u>total basic wages only</u> that is to be paid to the manpower.</p> <p>The % of Administrative/ Service Charges will not be changed during the period of the contract or its subsequent extension (if applicable).</p> <p>It is also informed that the Department of Finance, Govt. of Punjab, vide letter dated 27/08/2018 decided that maximum service charges paid to the service provider/contractor shall in no case be more than 1% (one percent) of the amount of contract.</p> <p>The <u>Administrative/ Service Charges</u> will consist the following items:-</p> <ul style="list-style-type: none">• Out of the total bill generated by the firm, the University will deposit the wages directly to the accounts of manpower (in the interest of the manpower) and only service charges plus applicable GST will be paid to the contractor after deducting the applicable tax, if any.• Contactor's Profit for providing of services.• Cost of the Stationary and other office expenses that will be used during the services.• Cost of the Uniforms provided to the manpower (at least 02 sets of Uniforms along with Jursey for winter season).• The Contractor will deploy 03 (Three) persons with computer knowledge with Nodal Officer, out of his/ her service charges, for maintenance of cumulative attendance reports, filing of EPF, EPF Claims, ESIC filing
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		<p>and claims, returns and Challans of the same as well as other works that will be assigned to them from time to time by the University authorities / Nodal Officer. These employees will work under the supervision of the Nodal Officer and will not be included in the overall strength of the manpower.</p> <ul style="list-style-type: none"> Other expenses related to the smooth conduct of the services.
<u>B</u>	<u>Payment of Monthly Bill</u>	<p>The contractor/ Service Provider is required to submit his monthly bills showing the full details of Basic wages + EPF + ESIC + Service Charges.</p> <p>The contractor will have to ensure that the manpower engaged by him/ her must get the monthly wages as per the norms fixed by the Government of Punjab.</p> <p>The service charges will be paid to the contractor, separately after deduction of all liabilities. No other amount will be paid to the contractor, under any circumstances.</p>
<u>C</u>	<u>Payment of EPF and ESIC</u>	<p>The Baba Farid University of Health Sciences, Faridkot has obtained its own EPF and ESIC Codes. The payment of EPF and ESIC will be deposited, after deducting from the monthly bill of the contractor to the said applicable EPF and ESIC codes.</p> <p>The Payment of EPF and ESI will <u>NOT</u> be made to the Contractor directly by the University.</p> <p>However, the contractor will be liable for providing of calculation sheet for the same to the University.</p>
<u>D</u>	<u>Mode of Marking attendance of the Manpower</u>	<ul style="list-style-type: none"> The contractor will have to provide duly signed attendance of the Bio Metric Attendance Machine, on monthly basis to the Nodal Officer (Outsourced). The bio metric attendance machines will be provided by the Contractor, at his own cost. The cost of the machines as well as its subsequent maintenance will be met out of the Service Charges of



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		<p>the firm concerned.</p> <ul style="list-style-type: none">The monthly bill of the contractor will be based upon the cumulative attendance sheet that will be maintained at O/o Nodal Officer (Outsourced) as well as the Bio Metric Attendance reports.
<u>E</u>	<u>Minimum wages</u>	<ul style="list-style-type: none">The contractor will claim the minimum wages as prescribed by the Labour Department for the manpower engaged from the University. He will ensure that the said amount is paid to the workers.The service charges will be calculated as per the quoted % of the same on the minimum wages.All the deductions that will be applicable will be deducted from the service charges of the contractor/ service provider.
<u>F</u>	<u>Number of approximate manpower</u>	<ul style="list-style-type: none">The bidders are requested to visit the office of the Nodal Officer (Outsourced Services) to find out the approximate number of manpower presently deputed through the service provider on any working day.However the same number may be enhanced or reduced as per the actual requirements after getting the approval of the competent authority.
<u>G</u>	<u>Dress of the Manpower</u>	<ul style="list-style-type: none">The Manpower deputed by the service provider will wear the dress that will be decided by the Medical Superintendent, Guru Gobind Singh Medical College and Hospital, Faridkot or by any other authority of the University. The dress will be provided by the service provider out of his/ her/ its service charges and no amount will be deducted out of the salary/ wages of the manpower concerned.
<u>H</u>	<u>Working Hours</u>	<ul style="list-style-type: none">The manpower deputed at the Hospitals will have to perform their duties in the shifts that will be assigned by the designated officer of the Hospital.That no claim will be accepted for non performing of



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		<p>duties in the night shifts (if required) by the manpower provided by the service provider.</p> <ul style="list-style-type: none">• That no assistance of transportation or stay will be provided by the University or its constituent college for the manpower deputed by the service provider.• There will be one Day Off per week. The working hours of the manpower will be strictly as per Punjab Govt. rules / Labour Laws.
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Other Terms and Conditions:-

1. The PROFESSIONAL AGENCIES may quote their rates in the prescribed format enclosed with the said tender in the shape of **% of administrative charges**. It is also informed that the Department of Finance, Govt. of Punjab, vide letter dated 27/08/2018 decided that maximum service charges paid to the service provider/contractor shall in no case be more than 1% (one percent) of the amount of contract.
2. Tender will be accepted through e-tender mode only. The tenders submitted through any other mode will not be accepted under any circumstances.
3. Tenders without earnest money or short of it or not in the form specified above will not be entertained and shall be rejected straightway.
4. No tenderer shall be exempted from furnishing Earnest Money Deposit (EMD) under any circumstances. However the MSME Empanelled parties will be exempted from the payment of Earnest Money only. However they have to deposit the Online Tender Document fee with the tender. A self attested copy of the MSME Empanellment will be enclosed with the tender document.
5. Earnest Money/ Security Deposit and/or any other sum of the tenderer(s) lying with the Baba Farid University of Health Sciences, Faridkot or Guru Gobind Singh Medical College & Hospital, Faridkot in connection with any other tender/case shall not be considered against this tender.
6. Prior to applying for tender the tenderer have nothing due towards the University for any type of work. In case of any outstanding towards the University the tender will not be considered and rejected.
7. That the contractors/ bidders must have a minimum turnover of Rs. 50.00 lac during the last financial year.
8. That the contractor / bidder must have an experience of providing of outsourced manpower



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to any department/ establishment/ Institutions of repute of not less than 50 persons.

9. The bids received after the specified date and time for receipt of bids will not be considered under any circumstance. Registrar, BFUHS, Faridkot shall not be responsible for any type of delay in submission of the e-tenders/ Demand Drafts of EMD etc.
10. The rates once quoted for the Administrative/ Service Charges will remain valid/ un- changed for a period of contract i.e. **One Year** and for the further period for which the agreement will be extended.
11. The tenderer will be responsible to ensure that the tender is submitted through e- tender mode at the e-procurement portal of the Govt. of Punjab.
12. Each page of the tender document should be signed in full by the tenderer(s) and should bear the rubber stamp/seal of the firm affixed/ scanned, if applicable, on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. In case of any infringement of these conditions, the tender is liable to be rejected.
13. In the event of the date of receipt or opening of tender being declared a holiday for the Baba Farid University of Health Sciences, Faridkot, the last date of receipt/opening of the tender shall be the next working day at the same time and venue. The Price Bid shall be opened only in respect of those individual/ firms, who technically qualify.
14. Any conditional, telegraphic tenders, fax tenders, tenders without earnest money, and not in the prescribed form or in any deviation from the terms and conditions of the tender notice shall not be entertained and will be rejected out rightly.
15. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case the authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the process of opening of tender.
16. In case of violation of any of the terms and conditions as mentioned above, Earnest Money/ Security Deposit of the successful tenderer(s) shall be forfeited and the tender shall be cancelled.
17. Any attempt, direct or indirect, to cast influence, negotiate on the part of the tenderer with the official/authority to whom he will submit the tender or the tender accepting official/ authority before the finalization of tenders will render the tender liable for rejection.



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18. The Registrar reserves all the rights to accept or reject any tender without assigning any reason and also to impose/relax any term and condition of the tender.

19. CRITERIA OF EVALUATION OF PRICE BID

The Price Bids of technically qualified bidders shall be evaluated on the basis of lowest bid criteria of the Administrative Charges that will be quoted by the bidder in his/ her Price Bid.

20. SECURITY DEPOSIT:

- i) The successful bidder shall be required to deposit a security of **Rs.20,00,000/- only (Rs. Twenty Lac Only)** in the shape of a Performance Bank Guarantee issued by any nationalized bank in the favour of the “Registrar, Baba Farid University of Health Sciences, Faridkot”. The validity of the Bank Guarantee should be atleast of 03 years period.
- ii) The EMD deposited by the successful bidder will also be converted against the security that will be refunded to the service provider after successful completion of the work. Hence the total amount of the Performance Security will become Rs. 22.00 Lakh (Rs. 20.00 Lacs of Bank Guarantee + Rs. 2.00 lac of Earnest Money Deposit).
- iii) The Earnest Money Deposit will be refunded to the unsuccessful bidders without any type of interest.

21. PAYMENT TERMS

- A) The Service Provider, being the employer in relation to persons engaged/deployed by him shall alone be responsible to provide the Services/Activities under this Agreement as well as to make the payment of monthly wages/salaries, which in any case **shall not be less than the Minimum wages as fixed or prescribed under the Minimum Wage Act, 1948 by the Labour Commissioner,** Faridkot along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees.
- B) The Service Provider shall also have to observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed there under from time to



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time by the Central or State Government and/or any authority constituted by or under any Law, for the category of persons deployed by him.

- C) All the payments shall be made by the BFUHS after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.

F. Instructions for raising the monthly bill:-

The Service Provider shall keep the following instructions in view while submitting the monthly wage bill(s)

- a. The payment shall be made to the Service Provider for the actual number of persons deployed within the Scope of Work at Annexure 'A' at the wages/rates fixed by the Labour Department, Punjab Administration for the category of posts from time to time and the Administration Charges (in percentage) approved for the Contract Period, after checking of the bills and deducting the amount on account of short services/activities, deficiencies, recoveries etc., if any, so detected and ordered by BFUHS: -
- b. Separate details about the category of person(s) deployed in the respective month.
- c. Attendance Register, Muster Roll duly signed by the Service Provider and verified by the authorized officer(s)/ concerned heads of the departments/ Principals/ Medical Superintendents of BFUHS.
- d. The contractor/ Service Provider is required to submit his monthly bills showing the full details of Basic wages + EPF + ESIC + Service Charges.
- e. The contractor will have to ensure that the manpower engaged by him/ her must get the monthly wages as per the norms fixed by the Government of Punjab.
- f. The service charges will be paid to the contractor, separately after deduction of all liabilities. No other amount will be paid to the contractor, under any circumstances.
- g. No person(s) will be engaged by the service provider at BFUHS facilities without the prior approval of the competent authority, Baba Farid University of Health Sciences, Faridkot/designated officer.

G. Payment of Wages:-

- a. The Service Provider shall open a bank account in the Bank branch located in the Baba Farid University of Health Sciences, Faridkot campus and he shall make the payment of wages to the persons so deployed by him through the same Bank. Service provider shall



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get individual zero balance salary/saving accounts of its employees in the same Bank branch for the purpose of disbursement of salary through electronic transaction/transmission. The Service Provider shall furnish details of disbursement of salary to the designated branch of BFUHS. He shall maintain Attendance Registers, individual's ledger/wage book, wage slip, terms of employment.

22. ACCOUNTS AND RECORDS:-

- a. The Service Provider shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the BFUHS.
- b. The Service Provider shall be required to produce all the original record such as Attendance-cum-Performance Report, Relievers List, Muster Rolls, Ledger etc. to the Internal Audit Section of the University for the Pre-audit of monthly Wage Bills from time to time.
- c. The Service Provider shall forthwith upon being required by the BFUHS, allow BFUHS of any of it's authorizes representatives to inspect, audit or take copies of any records maintained by the Service Provider. The service Provider shall also cooperate in good faith with the BFUHS to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the BFUHS. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the BFUHS for such discrepancies or overcharge.
- d. The Service Provider shall have to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed there under from time to time, for carrying out the provisions of this Agreement. He shall further observe and comply with all Government laws concerning employment of persons deployed by him and shall alone be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed there under for the category of persons employed by him from time to time or by the Central or State Government and/or any authority constituted by or under any law shall duly pay all sums of



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money to such staff as may be required to be paid under such laws. It is expressly understood that he is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.

- e. Service Provider shall get zero balance salary account opened for all his/her employees at the same bank and such account shall have to be provided with Aadhar card/ID of that employee. Service provider shall disburse salary through directed bank transfer only to Aadhar linked accounts only
- f. BFUHS shall be free to get the Aadhar ID verified from the bank/ UIDAI
- g. Service provider shall submit a statement of salary transferred to each employee with details of account number, employee name, Aadhar ID and amount credited.
- h. Service provider shall claim only for salary applicable and disbursed.

23. Service Agreement:-

The successful bidder will have to sign a service agreement with the University. All the conditions mentioned in the format of the Service Agreement will also be treated as a part of the Tender for Class IV Staff, Malis and Drivers.

That the Nodal Officer (Outsourced Services) will sign the Class IV Staff, Malis and Drivers agreement with the contractor concerned, on the behalf of the University.

All the correspondence relating to the contract, by the contractor concerned will be made with the Nodal Officer (Outsourced Services).

24. Mode of Selection of Manpower:-

The contractor will provide the manpower to the University, only when he is advised for the same. He will provide atleast 05 persons against the requirement of a person. The Selection of the Manpower will be based upon the performance that will be judged by the University Authorities only. However, it must be made absolute clear that the manpower even hired through the contractor in the above said manner will remain the manpower of the contractor only. The University under any circumstances will not be held liable for providing any employment to these manpower as there will not be any employer- employee relationship between the employees of the contractor and the University.

Any modification in the list of the manpower requires the prior approval of the competent authority of the University.



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It must be noted clearly that any shifting of the existing manpower as well as selection/placement of the new manpower under outsourced basis, will not be applicable, without the approval of the competent authority in written form.

The Selection Procedure of the Manpower will be done by the University but the demand for the various posts will be prepared by the Nodal Officer, Outsourced Services.

25. TERMINATION OF CONTRACT:

The Bidder may be terminated on occurrence of any of the following contingencies:

- a) On the expiry of the contract period without any prior notice.

OR

- b) If the Bidder fails to commence the work within 30 days of the award of the contract, his contract is liable to be terminated without any notice and the EMD/Security Deposited shall stand forfeited.

OR

- c) In case of deficient services rendered by the Bidder by giving 10 days notice.

OR

- d) In case of breach of any of the essential terms and conditions of the contract by the Bidder by giving 15 days notice.

OR

- e) On assigning the contractor or any part thereof for any benefit or interest therein or there under by the Bidder to any third person for sub-letting the contract wholly or partly by giving 15 days notice.

OR

- f) On the Bidder being declared insolvent by competent Court of Law without any notice.
Provided that in all the above situations, the Bank Guarantee/ EMD, as applicable, shall be forfeited."

OR

- g) In case Bidder is unable to continue the contract, the Bidder shall give minimum three



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month notice. If the Bidder does not give the requisite notice, then the Bank Guarantee shall be forfeited in proportion to the period falling short of the specified notice period. The competent authority will decide the acceptance / rejection of the notice, if given by the Bidder.

“Provided that during the notice period for termination of the contract, in the situations contemplated above, the Bidder shall continue to discharge his duties till the termination of the contract.”

26. Penalty Clause:-

If any complaint regarding lack of services is received by the University from any department then the contractor will be charged a financial penalty of **Rs. 5000/-** per complaint.

In case of frequent complaints, the financial penalty that will be decided by the University authorities will be imposed and the contract of the firm will be terminated.

If the Employees of the contractor do any kind of strike/ dharna then it will be the responsibility of the contractor/ service provider only and it will not be linked with the University.

27. ARBITRATION

- i) In the event of any dispute or differences arising between the parties with regard to the terms and conditions of the agreement/contract and/or with regard to the breach or interpretation thereof including all rights and liabilities there under on any matter whatsoever touching upon the terms and conditions of the agreement/contract whether in course of or after its termination the parties will settle the same at the first instance by mutual discussions/conciliation which would be conducted by the Incharge, University Procurement & Facility Department, Baba Farid University of Health Sciences, Faridkot.
- ii) In the event the said mutual discussions/conciliation fails, the aggrieved party shall initiate arbitration proceedings for resolution of differences/disputes etc., mentioned above by appointing a sole arbitrator, who shall be the Registrar, BFUHS, Faridkot or any authority that will be deputed by the University in which event the said proceeding shall be conducted in accordance with the provisions of the Arbitration



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and Conciliation Act enforce.

- iii) The venue of such arbitration proceeding shall be at Faridkot and the court in Faridkot alone will have jurisdiction in respect of all proceedings connected there with.

28. **Jurisdiction** – All disputes are subject to the jurisdiction of courts at Faridkot only.

Dated:-_____.

Place:-_____.

Signature_____

Name:-_____

Address:-_____

Contract No:-_____

E-mail id:-_____

With Seal

Accepts all the terms & conditions of the Tender Under hand and seal of the authorized person

Accepted

Dated:-_____.

Place:-_____.

Signature_____

Name:-_____

Address:-_____

Contract No:-_____

E-mail id:-_____

With Seal



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Annexure- V

Details about Bank Account of the firm

Name of the firm: M/s _____

Sr. No.	Particulars	Detail
1.	Account No.	_____
2.	Name of Bank	_____
3.	Branch Name	_____
4.	IFSC Code of Bank	_____
5.	Name of Operator	_____

Dated:-_____.

Place:-_____.

Signature_____

Name:-_____

Address:- _____

Contract No:-_____

E-mail id:-_____

With Seal



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Annexure- VI

TENDER/CONDITIONS ACCEPTANCE LETTER

Date:-----

To

The Registrar

Baba Farid University of Health Science,

Sadiq Road, Faridkot.

Subject: Acceptance of Terms & Conditions of Tender.

Dear Sir,

1. I / We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the designated website.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents. (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

Signatures :- _____

Name:- _____

Address: - _____

Contact No:- _____



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