

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998) University Procurement & Facility Department CENDER FOR ESTABLISHMENT OF A MEDICAL MEDIA CENTRE AT THE RELIES FAR

e-TENDER FOR ESTABLISHMENT OF A MEDICAL MEDIA CENTRE AT THE BFUHS, FARIDKOT

Tender Notification No :	To be generated by the e-procurement portal of the Govt. of	
	Punjab automatically.	
Tender Notification Date:		
Nature of work :	Establishment Of a Medical Media Centre at the University.	
Cost of the tender document:-	Rs. 2,000/- only (Rs. Two Thousand Only).	
	{Non refundable, under any circumstances}.	
	Note:- As this is an e-tender hence, the tender document fee will	
	be submitted through online mode only.	
EMD Amount :	Rs. 50,000/- only (Rs. Fifty Thousand Only) in the shape of a bank	
	<b><u>demand draft</u></b> issued by any nationalized bank in the favour of the "	
	Registrar, Baba Farid University of Health Sciences, Faridkot."	
	{Refundable to the Non-successful bidders, without any type of interest	
	or other charges}.	
	However, it will be converted in performance security in case of	
	successful tenderer and will be returned after successful completion of	
	the contract period.	
Period of the Contract	Upto 31.12.2018 and further extendable only on satisfactory	
	services and mutual consent of both the parties.	
Date of start of downloading of	immediate from the website of the Punjab Government i.e.	
tender documents:-	http://etender.punjabgovt.gov.in	
Website for downloading of	Same as above.	
the tender document:-	However the details can also be downloaded from the University	
	website i.e. <u>www.bfuhs.ac.in</u>	
Last date for downloading of	<u>25.11.2016 up to 12.30 pm</u>	
the tender document:-		
Last date & Time for	<u>25.11.2016 up to 1.30 pm</u>	
submission of the tender		



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documents:-			
Date and time for opening of	25.11.2016 (at 2.30 p.m.) on the designated website of the		
the Technical Bids of Tender documents:-	Punjab Govt.		
Date and time for opening of	<u>25.11.20</u>	016 (3.30 p.m.) on	the designated website of the Punjab
the Financial/ Price Bids of the Tender document	<u>Govt.</u>		
	<u>The plac</u>	ce of opening of	technical and price bids will be the
	<u>Universi</u>	ty Procurement &	Facility Department, 1 <sup>st</sup> Floor, Baba
	<u>Farid Un</u>	iversity of Health	Sciences, Sadiq Road, Faridkot.
Address for the submission :	The Regi	strar,	
	Baba Far	id University of He	alth Sciences,
	Sadiq Ro	ad, Faridkot (Punja	ab) PIN-151203.
Who can be contacted for	<u>Sr.</u>	Nature of	Name of the concerned official
obtaining more information	<u>No.</u>	Information	with contact No:-
about the tender.	1	About the	Dr. Rajiv Manhas, Chief Librarian,
		tenders and	BFUHS, Faridkot.
		allied	
		information:-	Sh. RAJ SINGLA, Audit Officer,
			UPFD, BFUHS, Faridkot.
			Phone:- 01639-250267, 256232,
			256236,
			Email id:- upfdbfuhs@gmail.com
			(on all working days from 9.00 a.m.
			to 5.00 p.m.)
	2	For any type of	Sh. Harmeet Singh, District Co-
		information,	ordinator (Faridkot) of Punjab
		Solutions of	Infotech, Chandigarh, Mob: 81466-
		technical	99868.
		problems in <i>e</i> -	Or



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	tendering,	At Punjab	Government's	e-
	digital	procurement	helpline numbe	ers
	signature	92572-09340,	80546-28821, 017	2-
	certificates and	3934667.		
	user id etc:-			

Note 01:-

The H1 bidder can be invited for negotiation by the University.



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### **INSTRUCTIONS/ GUIDELINES TO THE TENDERERS**

- 1. Please submit separate tenders through e-tender mode only.
- 2. Please download the tender document from the website of the e-procurement of the Govt. of Punjab. Please sign on all the pages of the tender document along with a stamp/ seal. Then a scanned copy of the same may be uploaded on the website at the time of submission of the tender document.
- 3. An affidavit regarding Non-Black listing of firms as per proforma given at (Annexure-II) on non-judicial papers of appropriate value, duly attested by an Executive Magistrate or a Notary Public may also be uploaded on the website. The original affidavit will be submitted to the Incharge, University Procurement & Facility Department by the successful bidder at the time of the allotment of the work.
- 4. Attach/upload technical bid proforma (Annexure-III).
- 5. Attach/ upload a signed copy of the terms and conditions (Annexure-IV).
- 6. Details of bank account for refund of EMD. (Annexure – V)
- 7. In addition to this, following documents are to be attached with technical bid:
  - i) Tender Fee : The tender document fee of Rs. 2,000/- only (Rs. Two Thousand Only) may be submitted through online mode only. The tender document fee will not be accepted through any other mode. It is pertinent to mention here that the tender document fee once deposited will be non-refundable under any circumstances. separate tender document fee will be submitted for each Canteen/ Tuck Shop. (Separate for each Canteen/ Tuck Shop).

(In Rs.)

50000.00

Name of the location and work :-Sr. No Amount of EMD 1 Establishment and Operation of a Medical Media Centre at the

(Constructed space will be allocated by the University at the

ii) Earnest Money Deposit (EMD) as detailed below:-

**BFUHS**, Faridkot

Academic Block



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{Refundable to the non-successful bidders, without any type of interest or other charges}. However, It will be converted in Performance security in case of successful tenderer and will be returned after successful completion of the contract period.

The *Earnest Money Deposit* must be submitted in the shape of a *bank demand draft* of any nationalized bank and issued in the favour of *"Registrar, Baba Farid University of Health Sciences, Faridkot"* payable at "Faridkot" and must be submitted upto 1.30 p.m. of the last date fixed for the submission of the tenders through e-tender mode.

The bidder who will not submit the demand draft upto the last date and time fixed for the submission of tender will be considered as In-valid and his/ her bid will be rejected without any prior notice.

### <u>The demand draft must reach to the office of the Incharge (UPFD) on which the name and</u> <u>address of the bidder must be written on its back side.</u>

- Details of registration as company / shop / establishment. The supporting document should be uploaded on the e-procurement website of the Govt. of Punjab along with the tender document.
- iv) Copy of certificate of registration for service tax/TIN/TAN/PAN/VAT (as applicable). The supporting document should be uploaded on the eprocurement website of the Govt. of Punjab along with the tender document.
- Attach a signed copy of the acceptance of tender/ conditions forms (Annexure-VI).
  The said copy must be signed and duly stamped. A scanned copy of the same may be uploaded on the e-procurement website of the Govt. of Punjab along with the tender document.
- 9. Amount of the <u>license fee</u> should be quoted only in proforma at annexure-'VII'. It is worth to mention here that the license fee once quoted/ finalized will remain same/ unchanged for a period of the contract.



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- 10. <u>The successful bidder will deposit license fee (in advance) on half yearly basis</u> to the University accounts. First installment of the license fee will be upto 31<sup>st</sup> of March 2017 and next 31<sup>st</sup> of September .
- 11. It should be clearly noted that this tender will be accepted though e-tender mode only. The tenders submitted through offline mode will not be accepted under any circumstances.



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### Annexure-I

E- tenders are invited for establishment and operation of a Medical Media Centre at the Baba Farid University of Health Sciences, Faridkot. The constructed space/ room for the establishment of a Medical Media Centre will be provided by the University at the Academic Block.

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

### TERMS AND CONDITIONS:-

1. The **Bank demand draft** of the **Earnest Money Deposit** issued in the favour of the Registrar, Baba Farid University of Health Sciences, Faridkot" payable at Faridkot must reach to the office of the Incharge, University Procurement & Facility Department, on or before the last date and time for submission of the e-tenders.

<u>A scanned copy of the Demand Draft prepared for the Earnest Money Deposit must</u> <u>be uploaded on the designated website at the time of submission of the tender</u> <u>documents.</u>

In case the EMD will not be received upto the stipulated time then the tenders will be rejected and no correspondence will be made with the party. The detail of Earnest Money Deposit is mentioned as under:-

Sr. No	Name of the location and work details:-	Amount of EMD
		(In Rs.)
1	Establishment and operation of a Medical Media Centre at the	50,000.00
	BFUHS, Faridkot	

2. The tenders will be opened on the same day at <u>2.30 PM</u>, on the e-procurement portal <u>of the Punjab Government</u> in the presence of tenderer(s), who wish to be present in



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the said tender opening process. However, the individuals keen to attend the tender opening process should have an authorization certificate from the company.

- 3. The price bid will be opened after the opening of technical bid. The price bid of the technical qualified bidders will be opened by the University.
- 4. The Registrar reserves all rights to accept or reject any or all the tenders without assigning any reason.

Registrar

Dated:\_\_\_\_\_

Place: \_\_\_\_\_



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### Annexure-II

### (To be furnished on non-judicial stamp papers

worth Rs.30/- duly attested by Executive Magistrate or Notary Public).

### <u>AFFIDAVIT</u>

l/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 <u>"Establishment and Operation of a Medical</u> <u>Media Centre at the BFUHS</u>" are acceptable to me/us. I/We will abide by them in letter and spirit.

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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### Annexure-III

### **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- operative 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.	
0		
9	Mobile no.	
10	Details of th	e Earnest Money Deposit (EMD):-
(A)	In case EMD is d	eposited in the shape of a demand draft:-
	Demand draft no.	
	Date of demand draft	
	Amount of the demand draft	Rs. 50000/- ONLY (RS. FIFTY THOUSAND ONLY)
	Bank with branch name	
	-	



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- 11 PAN number
- 12 VAT No./ Service tax no.

### CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

Sr. No.	Particulars	Remarks
1.	Copy of tender notice attached – Annexure – I	Yes/No
	(Duly signed scanned copy uploaded on the e-procurement portal or not?)	
2.	Whether an affidavit on the non-judicial stamp paper, duly attested by	Yes/No
	the Executive Magistrate/Notary, regarding non-black listing/ non-	
	prosecution of firm has been submitted? – Annexure – II	
	(Duly signed scanned copy uploaded on the e-procurement portal or not?)	
3.	Technical bid proforma attached – Annexure – III	N = = ( <b>b</b> ) =
5.	rechnical bid proforma attached – Annexure – m	Yes/No
	(Duly signed scanned copy uploaded on the e-procurement portal or not?)	
4.	Signed copy of terms & conditions attached – Annexure – IV	Yes/No
	(Duly singed scanned copy uploaded on the e-procurement portal or not?)	
5.	Bank details (Anenxure – V) for refund of EMD attached	Yes/No
	(Duly signed scanned copy uploaded on the e-procurement portal or not?)	
6.	Signed copy of an acceptance of tender/ conditions (Anenxure – VI)	Yes/No
	(Duly singed scanned copy uploaded on the e-procurement portal or	



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not?)	
Whether the fee of <b><u>Rs. 2,000/- only</u></b> (Rs. Two Thousand Only) on	Yes/No
account of tender fee has been submitted through online mode or not?	
Whether an Earnest Money Deposit of the appropriate value i.e. Rs.	Yes/No
50,000/- only has been submitted in the shape of a demand draft	
issued in the favour of "The Registrar, Baba Farid University of Health	
Sciences, Faridkot" and payable at "Faridkot" has been submitted to the	
Incharge, University Procurement and Facility Department and whether a	
soft copy of the same has been uploaded on the designated website at	
the time of submission of the tender or not?	
Whether each page of the tender document and other enclosures as well	Yes/No
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?	
(Scanned copy uploaded on the e-procurement portal or not?)	
Copy of certificate of registration for service tax/VAT/ TIN/TAN/PAN	Yes/No
attached.	
(Scanned copy uploaded on the e-procurement portal or not?).	
Whether all other documents supporting the eligibility criteria mentioned	Yes/ No
in the tender document have been uploaded on the e-procurement portal	
of the Govt.	
	Whether the fee of Rs. 2,000/- only (Rs. Two Thousand Only) on account of tender fee has been submitted through online mode or not?      Whether an Earnest Money Deposit of the appropriate value i.e. Rs.      50,000/- only has been submitted in the shape of a demand draft issued in the favour of "The Registrar, Baba Farid University of Health Sciences, Faridkot" and payable at "Faridkot" has been submitted to the Incharge, University Procurement and Facility Department and whether a soft copy of the same has been uploaded on the designated website at the time of submission of the tender or not?      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?      (Scanned copy uploaded on the e-procurement portal or not?)    Copy of certificate of registration for service tax/VAT/ TIN/TAN/PAN attached.      (Scanned copy uploaded on the e-procurement portal or not?).    Whether all other documents supporting the eligibility criteria mentioned in the tender document have been uploaded on the e-procurement portal or not?)

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

Dated:-\_\_\_\_.

Signature\_\_\_\_\_



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Place:-\_\_\_\_\_.

Name:-\_\_\_\_\_

Address:-\_\_\_\_\_

Contact No. \_\_\_\_\_

E-mail id:-\_\_\_\_\_

With Seal



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Annexure-IV

### **TERMS AND CONDTIONS**

### FOR ESTABLISHMENT AND OPERATION OF

### A MEDICAL MEDIA CENTRE AT THE BFUHS, FARIDKOT.

### 1. SCOPE OF WORK

BFUHS is looking for a social media engagement service provider, who can assist the University in creating & managing a strong Social media presence as per the prevailing market trend and requirements of the University. The BFUHS intends to appoint such a social media engagement service provider, who can assist the University in creating & managing a strong Social media presence whereby University can engage with students, faculty members and other stakeholders called BFUHS community via social media networks; monitor unstructured social media data for analysis & insights of community sentiment, behavior and interests; and deliver through social channels the best of one-to-one experiences. However, the promotion of University's services, events and campaigns through social media will be in accordance with its overall social marketing plan.

The participant bidder is expected to be thorough with the law of the land with regard to social media participation and facilitate the University to establish appropriate policy, procedure, guidelines and monitoring tools etc.

The social media accounts of University are envisaged to facilitate: ·

- Community engagement through social media platform.
- Create and support a line of communication with community through social media platform.
- Expansion of University's influence in digital medium to a wider and more diverse audience.



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- Dissemination of information on University's services.
- Handling community queries, suggestions as well as compliant resolution.
- Understanding of community's viewpoints and requirements.
- 360 degree community listening to reposition the University's strategy as per community or prospective community needs The BFUHS intends to establish its presence on social media platforms like Facebook, Twitter, YouTube, LinkedIn etc.

### **Detailed Scope of Work**

BFUHS intends to establish its presence on social media platforms like Facebook, Twitter, LinkedIn, YouTube etc. and is looking for a social media engagement service provider who will be responsible for comprehensive online reputation management of the University. The posts placed by the community's needs to be tracked and responded. Currently the University wants to engage the service provider for 3 years. The bidder has to carry out the following with regard to social media sites: ·

### Facebook:

- 1. Page creation & management.
- 2. Content architecture & calendar.
- 3. Evergreen posts, presence, response management & spam management.
- 4. Organic relationship building with fans, building conversations.
- 5. Tab creation.
- 6. Track fan activity & profiling, including Influencers.
- 7. Campaigns and engagement.
- 8. Reporting.

### Twitter:

- 1. Account creation & management.
- 2. Enable conversations on twitter.



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- 3. Content architecture & calendar, messaging and managing conversations.
- 4. Track community activity & profiling, including Influencers.
- 5. Reporting. ·

### YouTube:

- 1. Account/ channel creation & management
- 2. Managing content, uploading videos periodically
- 3. Creating appropriate asset fields tags, titles, video quality, thumbnails, etc.
- 4. Grow subscriptions
- 5. Promote on primary channels like FB, Twitter

#### LinkedIn:

- 1. Account creation & management
- 2. Create relevant groups/ Join relevant groups
- 3. Identify relevant opportunities' to participate in various groups & discussions
- 4. Building network & engage the target group
- 5. Presence management on LinkedIn

The bidder should be capable of managing any feature being introduced by the above mentioned Social media websites in consultation with the university authorities. The bidder should perform social listening and response management activities in social media.

### 2. Overview of Selection Process

The bidder selection process would comprise of the following stages:

1 Issue of RFP: Issue of Request for Proposal (RFP) document to bidders for selection of service provider for social media management services.

2 Pre-bid Meeting and Query Resolution: The University may hold the meetings with the bidders. The objective of these meetings would be to address queries from bidders and provide any further information, if required.



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3 Issue of addendum to RFP (if required): Issue of addendum (if required) to the original RFP. This will be based on the clarifications provided to the bidders on the queries received or any new requirements, terms and conditions which BFUHS may want to issue at a later stage.

4 Submission of response: Bidders will submit a response to the RFP as per the checklist and the format provided in the RFP. The response to the RFP from the bidder shall include both technical and commercial proposals.

5 Bidder response evaluation: During this stage, BFUHS will evaluate the responses to the RFP based on the criteria specified in section : Bid-Evaluation Process.

6 Presentations: BFUHS shall call the bidders for formal presentations on the methodology and service model proposed.

7 BFUHS may raise certain clarifications during evaluation and the respective bidder should provide the response as per timelines defined in the RFP. The detailed evaluation will enable BFUHS to identify preferred bidder.

8 Award of contract: The selected bidder would be awarded the contract for social media services.

### 3 Eligibility Criteria

The bidder needs to comply with all the eligibility criteria mentioned below to be evaluated in eligibility bid evaluation phase. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant documentary proof will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide. The decision of the University would be final and binding on all the bidders to this document. BFUHS reserves the right to accept or reject an offer without assigning any reason what so ever. Criteria for eligibility compliance are given in below table:

S. No.	Eligibility Criteria Requirements	Supporting	Documents
		Required	



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1	Bidder must be a Government Organization / PSU /	Certificate of incorporation
	PSE / partnership firm / LLP or Limited Company	/partnership deed
2	Bidder should have been in existence for a minimum	Certificate of incorporation
	period of 5 years in India as on 01-October-2016.	OR certificate of
		commencement of business
3	The bidder should not have been blacklisted by any	Letter of confirmation on
	organization. Bidder must certify to that effect.	bidder's letterhead
4	The bidders should also have positive net worth in	Audited financial statements
	last 3 financial years in India. (2013-14, 2014-15 &	for (2013-14, 2014- 15 &
	2015-16)	2015-16).
		And
	Net Worth is to be calculated as follows: Capital	CA certificate for the last
	funds (Paid up equity capital + paid up preference	three financial years stating
	shares +free reserves)-( Accumulated balance of loss	the net worth as per the
	+ balance of deferred revenue expenditure + other	given formula, to be
	intangible assets)	enclosed.
5	Bidder should have minimum turnover of 5 crores	Audited financial statements
	(inclusive of professional receipts under social media	for (2013-14, 2014- 15 &
	management) in each of the last three financial years	2015-16)
	in India as per latest audited balance sheet. This	AND
	must be individual company turnover and not of	CA certificate for the last
	group / subsidiary companies.	three financial years
6	The solution provider should have past experience in	Copy of the PO along with
	managing facebook social media engagement	certificate from organization
	minimum of two organizations (Govt. Organizations /	
	BFSI / PSU or any Reputed MNC in India) with	
	minimum 1 BFSI client as on Bid submission date for	
	a minimum period of 1 year.	
7	The bidder should have a team with sufficient	Self- Declaration to this effect
		I



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number of employees for management of social	must be submitted on the
media cell to be setup at Academic Block (Only space	bidder's letterhead.
will be provided and infrastructure will be developed	
by the company, which later will be the assets of the	
University, after completion of contract or breach of	
contract if any at any stage.)	

#### Note:

- a. Bidders need to ensure compliance to all the eligibility criteria points.
- b. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- c. Proposed application implementation experience need not be in the current product version proposed.

### 4) **PERIOD OF CONTRACT:**

- The agreement shall be initially for period upto <u>31<sup>st</sup> of December 2018</u> which can be extended for a further period subject to the satisfactory performance and mutual consent of both the parties.
- ii. The <u>License fee will be extended 5% on annual basis</u>. The license fee will be enhanced on 1<sup>st</sup> of Jan. every year. The first enhancement of the license fee will be applicable w.e.f. 1<sup>st</sup> of Jan 2018 onwards.

#### Proviso:

In case the licensee is unable to continue the contract and serves the prior notice before the 31.12.2018, then rent equivalent to two months will be recoverable from licensee to be deposited along with such notice in addition to rent of notice period.

### 5) SECURITY DEPOSIT

The contractor/ service provider will deposit a security (refundable) of Rs. 1,00,000/- only (Rs. One Lac Only) as performance security.



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The said amount of security will be deposited by the contractor in the shape of a demand draft issued in the favour of **"The Registrar, Baba Farid University of Health Sciences, Faridkot"** and drawn on any commercial/nationalized bank, payable at Faridkot, along with the agreement.

However, the amount of the EMD submitted by the successful bidder will be adjusted against the Refundable Security.

### 6. LICENCE FEE:

- a) The licensee shall pay the <u>Half Yearly</u> license fee as applicable from time to time, in advance on or before 10<sup>th</sup> day of the designated month to the University Accounts against proper printed receipt.
- b) The license fee shall be increased by 5% annually. All the increments in the annual license fee will be applicable w.e.f. <u>1<sup>st</sup> of January</u> every year. The increase shall be worked out on the license fee last payable. The 1<sup>st</sup> increment in the license fee will be applicable w.e.f. 1<sup>st</sup> of Jan. 2018 onwards.

### 7. **PAYMENT OF TAXES:**

The licensee shall be liable to pay all such fees or taxes including service tax as may be levied by the Government or any other authority in respect of the services, under any law from time to time. The contractor shall deposit the service tax regularly to the department concerned at the prevailing government rates, failing which he will be solemnly be liable for the consequences.

### 8. EQUIPMENTS AND OTHER ITEMS:-



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- i) The contractor will have to arrange for the necessary equipments, furniture and other required items at his/ her own level. The University will not provide any type of help in this regard.
- ii) That the University will provide only a constructed room for the establishment of a Medical Media Centre at the University Library block or at any other space that will be most suitable for the same. However, the internal partitions if required will be arranged by the service provider at his/ her own costs.

#### 9. SAFETY MEASURE:

The contractor will provide the fire safety gadgets to ensure safety from fire etc.

#### **10. INDEMNITY AGRAINST LOSS:-**

The contractor shall indemnify this University or its constituent college/hospital against any loss to college property and other infrastructure of this college/ hospital for theft, fire or misuse caused due to his act or omission.

### **12. COMMENCEMENT OF WORK:**

The contractor is required to commence the work within 30 days of the issue of the allotment letter. In the event of failure of commencement of work within the stipulated time, a penalty @ Rs. 200/- per day w.e.f. date of award contract shall be imposed up to 30 days, after which award of contract will be deemed cancelled and EMD/security deposit forfeited and contractor will be blacklisted for future.

### **13. STAFF:**

The contractor shall employ adequate number of experienced persons at the Medical Media Centre at his own costs.



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In case of any complaint/ against any of his employee, the contractor shall immediately replace the particular person so deployed if so desired by the Head/ Incharge / University Officer.

Accommodation for the service provider or any of the official/ servants will not be the liability of the Baba Farid University of Health Sciences, Faridkot or any of its constituent institutions and will be arranged by the service provider on his/ her own costs outside the boundary of the University.

### 14. IDENTIFICATION, UNIFORM AND MEDICAL EXAMINATION OF STAFF:

- The employees of the contractor are required to display their identity cards for the purpose of proper identification, which shall be issued to them by the contractor.
- They will wear clean and neat uniforms.
- The contractor will ensure that all his employees are medically fit and are free from communicable diseases. He will also communicate to the Registrar, BFUHS, Faridkot about the names, parentage, residential address, age etc. of the persons as and when deployed or changed from time to time.
- Police & antecedent verification of mess employees would be the responsibility of contractor.

### **15. RELATIONSHIP BETWEEN THE EMPLOYEES OF CONTRACTOR AND THE INSTITUTE:**

- The persons deployed by the contractor for the work shall be the employees of the contractor for all intents and purpose.
- In no case, there shall be any relationship of employer and employees between the said persons and this institute, either implicitly or explicitly.
- It would be sole responsibility of contractor for deduction and payment of EPF/CPF/ESI/GIS etc. The institution would in no way be responsible/liable for the same. In case of death/disability of any of the employees of the



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> contractor/helper of the contractor then in that case it would be sole responsibility of the contractor towards the family of the deceased/disabled person for any compensation. No claim in this regard would claimed from the Second Party/College.

### **16. CLEANLINESS AND SANITATION:**

The contractor shall arrange all material at his own cost from the market for cleanliness and sanitation purposes. <u>The hygiene and sanitation of the premises used</u> <u>for the Medical Media Centre shall be the responsibility of the contractor.</u> The contractor shall be required to keep the Medical Media Centre as well as its surrounding hygienic, neat and clean.

#### **17. PREVENTIVE MEASURES TO BE TAKEN BY THE CONTRACTOR:**

The contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct by his employees.

The contractor shall not use the area allotted for the establishment of the MEDICAL MEDIA CENTRE for residential purposes for himself and for his employees.

### **18. SURPRISE CHECK:**

The University Authorities, Officers of the University Procurement & Facility Department, are at liberty to carry out any surprise check to ensure that the contractor is providing satisfactory services AND in case of failure; the contract will be terminated immediately and security forfeited.

### **19. DETERMINATION OF QUALITY OF WORK/ SERVICES:**

The decision of the Registrar, Baba Farid University of Health Sciences, Faridkot or his authorized representative with regard to the determining of quality of work/ services



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done by the contractor, shall be final and acceptable to the contractor. The contractor shall, thereafter, rectify the defect so pointed out without any extra payment.

#### 20. BLACK LISTING:

The agreement for this contract shall be subject to the black-listing policy declared by the Government issued from time to time.

### 21. ALTERNATE ARRANGEMENT IN CASE OF DEFICIENCY IN SERVICES:

The Registrar/ Incharge, University Procurement & Facility Department, Baba Farid University of Health Sciences, Faridkot reserves all rights to get the work/ services (so rejected) got done/ replaced at his own level at the risk and cost of the contractor by giving him 10 days notice and the expenditure so incurred on this account shall be recovered from the bills of the contractor or any other outstanding dues or by revocation of any or all parts of the security, as the authorities may think proper subject to making up of the deficiency by the contractor.

### 22. PENALTY CLAUSE:

In case, the licensee makes any default, as listed below, a penalty of Rs.500/- per lapse will be imposed for lapse reported for the first time. Subsequently, on repetition of any lapse, the penalty will be charged @ double the amount of the previous penalty, subject to maximum of 20% of license fee and thereafter, the case for termination of contract shall be initiated under relevant clause for:-

- a) Covering of more area than the area allotted for establishment of a Medical Media Centre, Bathinda.
- b) Enhancement in rates for the acceptance of advertisement, without prior approval.
- c) Non display of approved rates of advertisement in the Medical Media Centre or the website prescribed.
- d) Non maintenance of proper quality of the contents displayed on the websites.
- e) Non maintenance of the premises in clean & hygienic condition.



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- f) Delay in payment of electricity and water charges.
- g) Any other act which causes nuisance in the Building.

### 23. ELECTRICITY/ WATER CHARGES

- Electricity charges on actual consumption basis shall be borne by the contractor. The contractor shall install a sub-meter at his own cost within 15 days of award of contract.
- The University Works Department will supervise that whether the Electric sub meter is installed at the Hostel Mess within due time. The UWD will also maintain a record for the actual consumption of the Electricity and the payment made by the contractor.

However, he/ she will be liable to pay electricity charges @ Rs. 3,000/- P.M. till the installation of sub-meter.

### 24. SUBLETTING OF THE CONTRACT:

The contractor is not allowed to sublet the contract wholly or partly or to enter into any sub-contract through any mode for running such services.

### **25. TERMINATION OF CONTRACT:**

The license 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 licensee 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 licensee by giving 10 days notice.



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

OR

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

OR

f) On the Licensee being declared insolvent by competent Court of Law without any notice.

provided that in all the above situations, the security deposit/ EMD, as applicable, shall be forfeited."

OR

g) In case license is unable to continue the contract, the licensee shall give minimum three month notice. If the licensee does not give the requisite notice, then the security deposit shall be forfeited in proportion to the period falling short of the specified notice period.

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

Provided further that in case the licensee surrenders the contract before one year he/she will be liable to pay additional rent for two months along with the rent for the notice period.

### 26. PEACEFUL HANDING OVER OF POSSESSION:

On completion/ termination for the contract, it shall be the duty of the contractor to remove all the persons deployed by him and ensure that no person causes disruption/ hindrance/ problem of any nature.



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### **27. TRANSFER OF LIABILITIES:**

In the event of exigencies of death, infirmity, insolvency of the contractor or for any other reasons or circumstances, all liabilities shall be borne by the following on such terms and conditions, as the Registrar, Baba Farid University of Health Sciences, Faridkot may think proper in public interest.

- a) Legal heirs in case of sole proprietor.
- b) The next partners in the case of a Partnership firm.
- c) The next director in the case of a Public/ Private Limited Company.

### 28. INTIMATION OF ADDRESS OF LICENCEE:

The successful tenderer/ licensee should submit documents verifying the identity & commercial as well as residential address before the issuance of letter of award in his favour. The list of the acceptable documents would include Voter Card/ PAN Card/ Passport/ Aadhar Card. He should further be required to update this office regarding any change of commercial as well as residential address.

### 29. 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 or on 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,



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BFUHS, Faridkot in which event the said proceeding shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act enforce.

 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.

30. Jurisdiction : All disputes are subject to the jurisdiction of courts at **Faridkot** only.

Dated:-\_\_\_\_\_.

Place:-\_\_\_\_\_.

Signature	
Name:	
Address:-	
Contact 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:

Contact No:-\_\_\_\_\_

E-mail id:-\_\_\_\_\_

With Seal



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<u>Annexure- V</u>

### Details about Bank Account of the firm who has deposited EMD

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:-\_\_\_\_\_

Contact No:-\_\_\_\_\_

E-mail id:-\_\_\_\_\_

With Seal



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Annexure- VI

### **TENDER/CONDITIONS ACCEPTANCE LETTER**

Date:-----

То

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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## Financial Bid

Name and Address of the bidder :-

Sr.	Name of the Work	Amount of Annual	Amount of the
No.		License Fee quoted in	Annual License
		Figures	Fee quoted in
		(In Indian Rs.)	words
			(In Indian Rs.)
01	Establishment and Operation of a Medical		
	Media Centre at the Baba Farid University		
	of Health Sciences, Faridkot.		