



# BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

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

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF CANTEEN AT CIVIL HOSPITAL, JALALABAD***

Tender Notification No:	To be generated by the e- procurement portal of the Govt. of Punjab automatically.
Nature of work:	e- Tender notice for Operation of the Canteen at Civil Hospital, Jalalabad for a period of One Year or the period further extended.
Cost of the tender document:	<b><i>Rs. 1,000/- only (Rs. One Thousand Only).</i></b> {Non refundable, under any circumstances}. Note: - As this is an e-tender hence, the tender document fee will be submitted through online mode only.
Tender Processing fee:	To be charged by Govt. of Punjab as per its norms. (Non-refundable).
EMD Amount:	<b><i>Rs. 10,000/- only (Rupees Ten Thousand Only)</i></b> Note: - As this is an e-tender hence, the Earnest Money Deposits will be submitted through online mode only. {Refundable to the Non-successful bidders, without any type of interest or other charges}.
Security:	Security in the shape of Bank Guarantee, valid for a period of 15 months from the date of starting of the tender in the favour of the <b><u>“Registrar, Baba Farid University of Health Sciences, Faridkot”</u></b> equivalent to the amount of six months License Fees alongwith 18% G.S.T. as applicable, quoted by the successful bidder.
Date of start of downloading of tender documents:	From <b><u>26/07/2019</u></b> the website of the Punjab Government i.e. <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>
Website for downloading of the tender document:	Same as above. However the details can also be downloaded from the University website i.e. <a href="http://www.bfuhs.ac.in">www.bfuhs.ac.in</a>
Last date for downloading of the tender document:	<b><u>19/08/2019 upto 12.30 pm</u></b>
Last date & Time for submission of the tender documents:	<b><u>19/08/2019 up to 1.30 pm</u></b>



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<p>Date and time for opening of the Tender documents (Technical Bids)</p>	<p><b>By the next day from the last date of submission of tenders (by 5:00 p.m.)</b> on the e- procurement portal of the Govt. of Punjab.</p> <p>However the bidder or their authorized agent's representative may attend the tender opening process at the University Procurement &amp; Facility Department, Baba Farid University of Health Sciences, Faridkot on the prescribed time and date.</p>		
<p>Date and time for opening of the Tender documents (Financial Bids)</p>	<p><b>The opening date of financial bids of the technically qualified bidders will be informed on the university web site.</b></p> <p>However the bidder or their authorized agent's representative may attend the tender opening process at the University Procurement and Facility Department, Baba Farid University of Healthy Sciences, Faridkot on the prescribed time and date.</p>		
<p>Address for the submission :</p>	<p>The Registrar, Baba Farid University of Health Sciences, Sadiq Road, Faridkot (Punjab) PIN-151203.</p>		
<p>Who can be contacted for obtaining more information about the tender:</p>	<p><b><u>Sr. No.</u></b></p>	<p><b><u>Nature of Information</u></b></p>	<p><b><u>Name of the Concerned Official with Contact No:-</u></b></p>
		<p>About the tender and allied information:</p>	<p>In-charge, University Procurement and Facility Department, Baba Farid University of Health Sciences, Faridkot Phone:- 01639-250150, 256232, 256236 E-Mail ID:- <a href="mailto:upfdbfuhs@gmail.com">upfdbfuhs@gmail.com</a> (on all working days from 9.00 am to 5.00 pm)</p>



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

1. 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.
2. An affidavit regarding Non-Black listing 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.
3. Attach/ upload Technical Bid Proforma (Annexure-III).
4. Attach/ upload a signed copy of the terms and conditions (Annexure-IV).
5. Detail of Bank Account for refund of EMD/ Security. (Annexure – V).
6. In addition to this, following documents are to be attached with Technical Bid:-
  - i) Tender Fee: The tender document fee of **Rs. 1,000/- (Rupees One 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.
  - ii) Earnest Money Deposit (EMD) as detailed below:-

Sr. No	Name of the location where tuck shop will be established/ Operated	Amount of EMD (In Rs.)
1	Canteen at Civil Hospital, Jalalabad.	10,000/-

*{Refundable to the Non-successful bidders, without any type of interest or other charges}.*



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The Earnest Money Deposit must be submitted through online mode only and must be submitted upto 1.30 p.m. of the last date fixed for the submission of the tenders through e-tender mode.

- i) 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.
  - ii) Copy of Certificate of Registration for service Tax/TIN/TAN/PAN/VAT/GST (as applicable). The supporting document should be uploaded on the e-procurement website of the Govt. of Punjab along with the tender document.
7. 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.
8. 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.
9. Amount of the License fee should be quoted only in proforma at 'BOQ'. It is worth to mention here that the License Fee once quoted/ finalized will remain same/ unchanged for a period of the contract. The successful bidder will deposit License Fee (in advance) on half yearly basis alongwith 18% G.S.T. as applicable to the University Accounts.
10. 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

Sealed tenders are invited for licensing out of **following Canteen/ Tuck Shop of Constituent Hospital of the Baba Farid University of Health Sciences, Faridkot.**

Sr. No	Name of the location where tuck shop will be established/ operated	Status of Building for the Canteen/ Tuck Shop
1	Canteen at Civil Hospital, Jalalabad	{Already constructed building}.

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](http://www.bfuhs.ac.in).

### **TERMS AND CONDITIONS:-**

1. Earnest Money Deposit (EMD) of Rs. **10,000/- (Rupees Ten Thousand Only)**. The Earnest Money Deposit must be submitted in the shape of Online Payment.
2. The tenders will be opened by the next day from the last date of submission of tenders by 5:00 PM, on the e-procurement portal of the Punjab Government in the presence of tenderer(s), who wish to be present in 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 (Financial Bids) will be opened after the opening of Technical Bid. The Price Bid (Financial Bids) 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).

### 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 **“Operation of Canteen/ Tuck Shop at Civil Hospital, Jalalabad”** at are acceptable to me/us. I/We will abide by them in letter and spirit.
- d) That I will supply the required material within the stipulated delivery period of the tender document/ supply.

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-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:- \_\_\_\_\_
- 13 PAN Number \_\_\_\_\_
- 14 G.S.T. No.
- 15 Food Safety License 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  (Duly signed scanned copy uploaded on the e-procurement portal 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  (Duly signed scanned copy uploaded on the e-procurement portal or not?)	Yes/No
3.	Technical Bid Proforma attached – Annexure – III  (Duly signed scanned copy uploaded on the e-procurement portal or not?)	Yes/No
4.	Signed copy of terms & conditions attached – Annexure – IV  (Duly signed scanned copy uploaded on the e-procurement portal or not?)	Yes/No
5.	Bank Details (Annexure – V) for refund of EMD attached (Duly signed scanned copy uploaded on the e-procurement portal or not?)	Yes/No
6.	Signed copy of an acceptance of tender/ conditions (Annexure – VI)  (Duly signed scanned copy uploaded on the e-procurement portal or not?)	Yes/No
7.	Whether the fee of <b><i>Rs. 1,000/- Only (Rupees One Thousand Only)</i></b> on account of Tender Fee has been submitted through online mode or not?	Yes/No
8.	Whether an Earnest Money Deposit of the appropriate value i.e. <b><i>Rs. 10,000/- only (Rupees Ten Thousand Only)</i></b> has been submitted through online mode only in the favour of <b><i>“The Registrar, Baba Farid University of Health Sciences, Faridkot”</i></b> and payable at <b><i>“Faridkot”</i></b>	Yes/No





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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?  (Scanned copy uploaded on the e-procurement portal or not?)	Yes/No
10.	Copy of Certificate of Registration for service Tax/VAT/ TIN/TAN/PAN/GST attached.  (Scanned copy uploaded on the e-procurement portal or not?).	Yes/No
11.	Whether a copy of the experience certificate for running of Hostel Mess/ Canteen / Tuck Shop etc. for a period not less than 6 months in a School/ College/ Hospital/University or any other Professional organization has been uploaded on the designated website or not?	Yes/ No

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

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

Signature\_\_\_\_\_

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

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

Contract No:-\_\_\_\_\_

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

With Seal



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Annexure-IV

## TERMS AND CONDITIONS

### FOR AWARD OF CONTRACT FOR RUNNING OF CANTEEN / TUCK SHOP.

#### 1. SCOPE OF WORK

This work involves providing Food and Beverage services in the following Tuck Shop/  
Canteen, whose details are mentioned below:-

Sr. No	Name of the location where tuck shop will be established/ operated	Status of Building for the Canteen/ Tuck Shop
1	Canteen at Civil Hospital, Jalalabad	{Already constructed building}.

#### 2. PERIOD OF CONTRACT:

- i. The agreement shall be initially for period of One Year which can be extended for a further period subject to the satisfactory performance and mutual consent of both the parties.
- ii. The License fee will be extended 5% on annual basis. The license fee will be enhanced on 1<sup>st</sup> of Jan. every year.

#### Provision:

In case the licensee is unable to continue the contract and serves the prior notice before completion of contract, 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.



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## 3. SECURITY:

The Security in the shape of Bank Guarantee, valid for a period of 15 months from the date of starting of tender in the favour of **“The Registrar, Baba Farid University of Health Sciences, Faridkot”** and drawn on any commercial/nationalized bank and equivalent to the amount of six months License Fees alongwith 18% G.S.T. as applicable, quoted by the bidder. The EMD of the successful bidder will not be adjusted against the Bank Guarantee, License Fees, or any other liabilities under any circumstances.

## 4. LETTER OF INTENT:

- a. Prior to issuing the letter of permission, letter of intent will be issued by the University to fulfill all the conditions i.e. Letter of formal acceptance of terms and conditions, Bank Guarantee, License Fees alongwith G.S.T. 18% as applicable of first six months within a period of 10 (ten) days.

## 5. LICENSE FEE:

- a) The licensee shall pay the **Half Yearly** license fee alongwith 18% G.S.T. as applicable, in advance on or before 10<sup>th</sup> day of the designated month to the University against proper printed receipt. In case of non receipt of license fees till 10<sup>th</sup> of the designated month, interest @18% will be charged by the University on the total outstanding amount of license fees without any prior notice. In the event of non deposition of License Fee by 31/03/2020, Bank Guarantee will be encashed and the bidder has to deposit the six months License Fee by 30/04/2020, failing which tender will be cancelled without any prior notice.



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- b) The license fee shall be increased by 5% annually. All the increments in the annual license fee will be applicable w.e.f. **1<sup>st</sup> of January** every year. The increase shall be worked out on the license fee last payable.

## 6. PAYMENT OF TAXES:

The Licensee shall be liable to pay all such fees or taxes including G.S.T. (Goods and Services 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 tax regularly to the department concerned at the prevailing government rates, failing which he will be solemnly be liable for the consequences.

## 7. Food Safety License Number:-

Prior to applying the bid, the bidder should fulfill all the applicable and mandatory Govt. regulations i.e. Food Safety License Number etc.

## 8. QUALITY:

The contractor shall use raw ration material of good quality, Standard make “FSSAI Marked” and of reputed brands as under:-

Milk and Milk Products from Govt. approved Milk Federation or Dairy Development Corporation.

1.	Fresh Milk	In sealed poly packs of Verka/Vita brands/ Milk Time etc.
2.	Salted Butter	Verka/ Vita/ Amul Brands etc.
3.	Cooking Oil	Refined Vegetable Oil “egg mark’ certified of Groundnut/ Sunflower/ Soya Bean Base (Gini/ Vita Flora/ Sweekar/ Sundrop/ Dhara)
4.	Bread Loaf	Modern/ Britannia/ Boan/ Cremica etc.
5.	Tea Leaves	Lipton/ Brook Bond/ Tata brands
6.	Coffee Powder	Nescafe/Bru



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7.	Spices and Condiments	As far as possible, dry whole grain spices and condiments shall be ground daily in kitchen.
8.	Cereals & Pulses	'A' grade quality, free from artifacts/ insect infestation.
9.	Fresh Fruits and Vegetables	Fixed regulated fresh supplies on alternate days.

## 9. RATES:

a) The rates for the eatables shall be charged on the fixed rates as follows:-

### Approved rates

	Name of the item	Approved Rate
Approved rates that will be collected by the contractor.	: Tea (per cup)	Rs.8/-
	: Coffee (per cup)	Rs.10/-
	: Samosa (per pc.) with chatni / tomato sauce	Rs.10/-
	: Bread Pakora with stuffing with chatni/ tomato sauce	Rs.10/-
	: Sandwich with chatni / tomato sauce	Rs.10/-
	: Bread Roll with chatni / tomato Sauce	Rs.10/-
	: Patty with tomato sauce	Rs.10/-
	: Nimbu Pani	Rs.10/-
	: Shakes (200 ml)	Rs.10/-
	: Lassi (200 ml)	Rs.10/-
	: Milk (200 ml)	Rs.10/-
	: Burger (Veg with alloo tikki) with tomato sauce	Rs. 15/-



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	:	Burger (Veg with alloo tikki, Paneer and Milk Cream) with tomato Sauce	Rs. 20/-
	:	Egg Omlate of two egg with 04 pc. Bread slice with tomato sauce	Rs. 20/-
	:	Egg Bhurji of 02 egg with tomato Sauce	Rs. 15/-
	:	Cold Drinks of only renowned brands such as Cocacola and Pepsi etc.	MRP
	:	Biscuits of only renowned brands such as Raja, Britannia, Parle, ITC etc.	MRP
	:	Chips and Namkeens of renowned brands such as Haldiram, Pepsico., Cremica, ITC etc.	MRP
	:	Curd Plate 100 gms extra	Rs. 10/-
	:	Packaged butter of reputed brand such as Verka, Amul, Vita etc.	MRP
	:	Stuffed Prantha (Without Curd / Butter)	
	:	Veg Thali (Regular):- Seasonal Veg. + Dal Fry + Rice + Chapati (4 pc. Without Rice and 2 Pc. With Rice) + Salad + Achar	Rs. 40/- per plate
	:	Veg. Thali (Special) Paneer Vegetable such as Matar Paneer / Shahi Paneer / Cheese Chilli / Palak Paneer + Seasonal	Rs. 80/- per plate



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		Veg. + Rice + Chapati (4 pc. Without Rice and 2 Pc. With Rice) + Papad + Veg. Salad + Achar + Sweet Dish (Ice Cream / Gulab Jamun/ Rasgulla etc.)	
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10. The contractor cannot make any enhancement in rates without the prior approval of Registrar, Baba Farid University of Health Sciences, Faridkot (However, any revision in rates shall be considered after one year for which the licensee shall write to the Registrar).
11. Rates list of all the articles kept for sale shall be displayed in **Bold Manner** near the counter by the licensee at his own cost.

## 12. SERVIETTES & CROCKERY:

- i) The contractor will have his own crockery, cutlery and cooking utensils. **The University will not provide any type of help in providing of Crockery/ Cutlery or Cooking Utensils under any circumstances.**
- ii) The contractor will have to arrange LPG fuel at his own cost. Recurring cost on this account shall also be borne by the contractor.

## 10. SAFETY MEASURE:

The contractor will provide the fire safety Gadgets to ensure safety from fire etc. Further, the gas cylinders will be kept outside the kitchen premises, in cage provided outside, to ensure safety.

**Over and above the contractor would provide the Certificate issued by competent authority under Food Safety and Standards Act, 2006, which is mandatory and prior to applying the bid, the bidder should fulfill all the applicable and mandatory Govt. regulations i.e. Food Safety License Number etc.**



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## **11. INDEMNITY BOND:**

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. For this purpose, the contractor will have to submit a written Indemnity Bond on a Non Judicial Stamp Paper of Rs. 25/- duly attested by an Executive Magistrate or a Notary Public, within 30 days of award of contract.

## **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 his own cost to run the Canteen/ Tuck Shop.

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 of the concerned building where the contractor is providing his/ her services.

Accommodation for the 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 contractor on his own.

## **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.





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- 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 Head of the concerned building 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. In no 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.
- 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 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 claim from the Second Party/College.

### **16. RUNNING OF THE CANTEEN, CLEANLINESS AND SANITATION:**

The contractor shall arrange all material at his own cost from the market and ensure adequate quantity of ration and other articles required for the Canteen services. **The hygiene and sanitation of the premises shall be the responsibility of the contractor.**

The contractor shall be required to keep the Canteen as well as its surrounding hygienic, neat and clean.

Sale and consumption of articles like cigarettes, wine and other narcotics is prohibited in the Canteen.



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## **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 Canteen area 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. The Principal or any other officer authorized for the purpose shall be at liberty to check the quality of items prepared in the Canteen at any time and to take samples of the same to be tested in the University/ College Laboratories or any other Laboratory. In case the quality of food is found unsatisfactory, the contractor shall be liable to pay a fine of Rs.1000/- for each such instance up to max. three times. Thereafter, the Principal will have to authority to get the food samples checked 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 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.



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## **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) Enhancement in rates, without prior approval.
- b) Non display of rates.
- c) Non maintenance of proper quality.
- d) Non maintenance of the premises in clean & hygienic condition.
- e) Sale & Consumption of articles like cigarette, liquor and any other narcotics etc.
- f) Delay in payment of electricity and water charges.
- g) Any other act which causes nuisance in the Building.

## **23. ELECTRICITY/ WATER CHARGES:**

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



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contractor. However, in case of non working of electric meter, an amount on average basis, decided by the UWD section of the University, will be charged by the University.

- However, he/ she will be liable to pay water charges @ Rs. 750/- P.M.

### **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.

OR

- 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. The successful bidder, under any circumstances, is not allowed to sublet ay canteen.

OR

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



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Provided that in all the above situations, the Bank Guarantee Deposit/ EMD, as applicable, shall be forfeited.”

OR

- g) In case licensee 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. The competent authority will decide the acceptance/rejection of the notice, if given by the licensee.

“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. At the time of maturity of the contract, the bidder has to obtain NOC from the concerned Principal/Medical Suptd, as the case may be.

### **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.



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## 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, BFUHS, Faridkot in which event the said proceeding shall be conducted in accordance with the provisions of the Arbitration 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.

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



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

Signature\_\_\_\_\_

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

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

Signature\_\_\_\_\_

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

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

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

Contract No:-\_\_\_\_\_

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

With Seal



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## Annexure- V

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

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