



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 OUTSOURCED MANPOWER SERVICE (SECURITY STAFF)

Tender Notification No:	To be generated automatically by the E-procurement portal of the Govt. of Punjab.
Nature of work :	e-Tender notice for PROVIDING OF OUTSOURCED SECURITY SERVICES for the period of two years with a review of working by the University after one year from the date of starting of the services and further extendable subject to satisfactory services and mutual consent of both the parties.
Cost of the tender document:-	Rs. 590/- only (Rs. Five Hundred Only) (500 + 18% GST) {Non refundable, under any circumstances}. <u>Through Online Mode</u>
Tender Processing fee:-	To be charged by Punjab Govt. as per their norms. (Non refundable).
EMD Amount :	Rs. 2,00,000/- only (Rupees Two Lac Only) <u>Through online mode.</u> <u>It must be clearly noted that there is NO exemption to any party/ bidder from the deposit of Tender Document Fee and EMD under any circumstances.</u> <i>{Refundable to the Non-successful bidders, without any type of interest or other charges}.</i> <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>
Amount of Security Deposit:-	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. Apart from the above, the successful bidder must have to submit a Bank Guarantee of Rs. <u>7,50,000/- only</u> (Rs. Seven Lac Fifty Thousand 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. The Successful bidder will have to deposit the said security amount within 30 days from the date of issue of the <u>Letter of Intent</u> . 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.



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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 theUniversity website i.e. www.bfuhs.ac.in						
Last date for downloading of the tender document:-	<u>13.05.2022 up to 12.30 pm</u>						
Last date & time for submission of the tender documents:-	<u>13.05.2022 up to 1.30 pm</u> <u>(through online mode only)</u>						
Date of opening of the tender documents (Technical Bids):-	By the next day from the last date of submission of tenders (by 5:00 pm) on the e- procurement portal of the Govt. of Punjab. However, the Bidder or their authorized agents representativemay attend the tender opening process at the University Procurement & Facility Department, Baba Farid University of Health Sciences, Faridkot on the prescribed time and date.						
Date of opening of the tender documents (Financial Bids):-	The opening date of financial fids of the technically qualifiedbidders will be informed on the University website on the e- procurement portal of the Govt. of Punjab. However, the Bidder or their authorized agents representativemay attend the tender opening process at the University Procurement & Facility Department, Baba Farid University of Health Sciences, Faridkot on the prescribed time and date.						
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.	<table><tr><th><u>Sr. No.</u></th><th><u>Nature of Information</u></th><th><u>Name of the concerned official with contact no.</u></th></tr><tr><td>1.</td><td>About the tenders and allied information</td><td>In-charge, UPFD, BFUHS, Faridkot Phone-01639-256232, 256236 e-Mail:- upfdbfuhs@gmail.com (on all working days from 9.00 a.m. to 5.00 p.m. only)</td></tr></table>	<u>Sr. No.</u>	<u>Nature of Information</u>	<u>Name of the concerned official with contact no.</u>	1.	About the tenders and allied information	In-charge, UPFD, BFUHS, Faridkot Phone-01639-256232, 256236 e-Mail:- upfdbfuhs@gmail.com (on all working days from 9.00 a.m. to 5.00 p.m. only)
<u>Sr. No.</u>	<u>Nature of Information</u>	<u>Name of the concerned official with contact no.</u>					
1.	About the tenders and allied information	In-charge, UPFD, BFUHS, Faridkot Phone-01639-256232, 256236 e-Mail:- upfdbfuhs@gmail.com (on all working days from 9.00 a.m. to 5.00 p.m. only)					



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SCOPE OF WORK/ SERVICES

e-Tenders are invited from Professional Agencies for Providing of Professional Outsourced Manpower Services for the **Security Services** for a period of Two Years with a review of working by the University after One Year from the date of starting of the Services 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 Security Services**' 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

The Plan of the Security can be obtained from the office of the Deputy Medical Superintendent (Security Services).

ii. Badal:

- a. Civil Hospital, Badal:
- b. State Institute of Nursing and Para-Medical 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, Sri Goindwal Sahib, Tarn Taran.
- b. Girls Hostel Block of the ION, Sri 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.

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 /In Charges specified for respective areas:-

A. Service provider shall provide round the clock Outsourced Security 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 Performa 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 Performa (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. 590/- (Non refundable) (500 + 18% GST)
Through online mode only
 - ii) Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rs. Two Lac Only)
Through online mode only
It must be clearly noted that there is NO exemption to any party/ bidder from the deposit of Tender Document Fee and EMD under any circumstances.
 - 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 rates once quoted/ finalized will remain same/ unchanged for a period of the 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 <http://eproc.punjab.gov.in> He/she is also required to obtain Class III digital signature certificate to complete this process.



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Annexure-I

E-TENDER NOTICE

e-Tenders are invited from Professional Agencies for Providing of Professional Outsourced Manpower Services for the **Security Services** for a period of two years with a review in working after One Year from the date of starting of the Services that may be further extendable subject to the satisfactory services and mutual consent of both the parties, to the University and its constituent colleges.

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 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, Baba Farid University of Health Sciences, Faridkot reserves all rights to accept or reject any or all the tenders without assigning any reason.

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 and Address of the 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 FOR SECURITY 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 u loaded 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 u loaded on the website or not?	Yes/No
3.	Technical Bid Performa attached – Annexure – III Whether signed copy u loaded on the website or not?	Yes/No
4.	Signed copy of terms & conditions attached – Annexure – IV Whether signed copy u loaded on the website or not?	Yes/No
5.	Bank Details (Annexure – V) for refund of EMD attached Whether signed copy u loaded on the website or not?	Yes/No
6.	Signed copy of an acceptance of tender/ conditions (Annexure – VI) Whether signed copy u loaded on the website or not?	Yes/No
7.	Whether the Tender Document fee of Rs. 590/- only (500 + 18% GST) 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 in the shape Online Payment in the favour of the Registrar, Baba Farid University of Health Sciences, Faridkot and payable at Faridkot or not? Otherwise the tender will be rejected.	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/VAT/TIN/TAN/PAN/GST attached. Whether signed copy u loaded on the website or not?	Yes/No
11.	Self attested copies of the Audited Balance Sheets for the last three financial years, signed and signed and stamped by a practicing Chartered Accountant. Whether signed copy u loaded on the website or not?	Yes/No
12.	Self attested Copies of the Income Tax Returns for the last three years. Whether signed copy u loaded on the website or not?	Yes/ No
13.	Self attested Copy of the PF Code issued by the department concerned. Whether signed copy u loaded on the website or not?	Yes/ No



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14.	Self attested Copy of the ESI Code issued by the department concerned (if applicable) Whether signed copy u loaded 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? A documentary evidence must be uploaded with the technical bid	Yes/ No
16.	Whether the bidder has a minimum turnover of Rs. 50.00 lac during the last financial year or not? A documentary evidence must be uploaded with the technical bid	Yes/ No

Note:-

- Non compliance to the above conditions will render the offer/ tender to be rejected outrightly and Price bid of the firm will not be opened.
- **It is worth to mention here that the University has obtained its own EPF and ESIC Codes. If the Competent Authority of the University desires, then the payments of EPF and ESIC of the manpower engaged by the contractor will be deposited by the University, directly in these codes, on the behalf of the Contractor.**

Dated:-_____.

Place:-_____.

Signature_____

Name:-_____

Address:-_____

Contract No:-_____

E-mail id:-_____

With Seal



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Annexure-IV

TERMS AND CONDCTIONS

e-Tender Notice for PROVIDING OF OUTSOURCED SECURITY MANPOWER SERVICES TO THE BFUHS AND ITS CONSTITUTENT COLLEGES

Important Notes:-

A	<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. 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 <u>Government of Punjab, Department of Finance vide letter no. 7/74/2018-1FP1/1539232/1 dated 01/08/19 decided that maximum service charges paid to the service provider/contractor shall in no case be more than 2.5% (Two and half percent) of the amount of contract.</u></p> <p>The <u>Administrative/ Service Charges</u> will consist the following items:-</p> <ul style="list-style-type: none"> • TDS (Tax Deducted at Source) that will be applicable on the total payment (i.e. Basic Wages + Service Charges) will be deducted out of the Service Charges amount payable to the contractor for providing his services. • 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 Jursej for winter season). • Payment of Bonus as per the norms of the University (if applicable). • The Contractor will deploy atleast 01 (One) persons with computer knowledge Nodal Officer, out of his/ her service charges, for maintenance of cumulative attendance reports, filing of EPF, EPF Claims, ESIC filing 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. This employee will work under the supervision of the Nodal Officer and will not be included in the overall strength of the manpower. • Cost of the Metal Detectors at all major check posts. • Cost of the Sticks, Torch and other security devices to the manpower. • Other expenses related to the smooth conduct of the services.
B	<u>Payment of</u>	The contractor/ Service Provider is required to submit his monthly



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	<u>Monthly Bill</u>	<p>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 contractor will submit a monthly bill along with detailed wage sheet displaying the details of the EPF and ESIC and other deductions to the Outsourced Wages Section. The payment will be made after making the necessary deductions by the University.</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. <u>The GST will be paid extra to the firm on the applicable Service Charges only.</u></p> <p>The wages to the manpower engaged must be distributed before 7th of the Month.</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 the firm concerned. • 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 prevailing rates of the Minimum Wages. _____



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		<ul style="list-style-type: none">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.
<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.The Agency will provide the Mobile Phones with SIM cards to the Supervisors at various locations. The Mobile Numbers will be informed to the University authorities.
<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 duties in the night shifts (if required) by the manpower provided by the service provider.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.
<u>I</u>	<u>Important Note</u>	<ul style="list-style-type: none">It will be ensured by the service provider that the manpower deployed by him/ her will not use the Smart phones, Bluetooth, Headphones and other allied devices during his/her services.In case any of the manpower deployed will be found using such devices than a fine of Rs. 500/- per day/ per person will be imposed.That the manpower will report for their duties in proper Uniform containing the name of the agency.



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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 Government of Punjab, Department of Finance vide letter no. 7/74/2018-1FP1/1539232/1 dated 01/08/19 decided that maximum service charges paid to the service provider/contractor shall in no case be more than 2.5% (Two and half percent) of the amount of contract.
2. The vendors are required to quote their administrative charges in a manner so that the same may meet all the expenses as mentioned in the above said clauses.
3. Tender will be accepted through **e-Tender mode only**. The tenders submitted through any other mode will not be accepted under any circumstances.
4. Tenders without earnest money or short of it or not in the form specified above will not be entertained and shall be rejected straightway.
5. No tenderer shall be exempted from furnished Earnest Money Deposit (EMD) under any circumstances.
6. 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.
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 to any department/ establishment/ Institutions of repute of not less than 50 persons. A copy of the experience certificate must be attached with the technical bid.
9. The bids received after the specified date and time for receipt of bids will not be considered under any circumstances. Registrar, BFUHS, Faridkot shall not be responsible for any type of delay in submission of the e-Tender/Tender Document Fees of EMD or any other relating to the tender.
10. Any further increase in strength of manpower will be only from ex-serviceman/police employees category.
11. The rates once quoted for the Administrative/Service Charges will remain valid/un-changed for a period of contract **i.e. Two Years** with a review in working by the University after One Year and for the further period for which the agreement will be extended.



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12. 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.
13. 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.
14. 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.
15. 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 outrightly.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.

21. SECURITY DEPOSIT:-

- The successful bidder shall be required to deposit a security of **Rs. 7,50,000/- only (Rs. Seven Lac Fifty Thousand Only)** in the shape of a Performance Bank Guarantee issued by any nationalized/ commercial bank in the favour of the "Registrar, Baba Farid University of Health Sciences, Faridkot". The validity of the Bank Guarantee should be at least of 03 years period.
- 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



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the total amount of the Performance Security will become Rs. 9.50 Lakh (Rs. 7.50 Lacs of Bank Guarantee + Rs. 2.00 lac of Earnest Money Deposit).

- The Earnest Money Deposit will be refunded to the unsuccessful bidders within three months of the date of purchase order, without any type of interest.

22. 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 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.

D) 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



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the monthly wages as per the norms fixed by the Government of Punjab.

- f. The service charge 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) has/have been engaged by the service provider at BFUHS facilities without the prior approval of the Baba Farid University of Health Sciences, Faridkot/designated officer.
- h. The Administrative/Service Charges in %age (percentage) shall include bonus Payment of Bonus Act 1965, under the head Calculation of Bonus with respect to certain employees.

E) Payment of Wages:-

- a. The wages will be paid based upon the number of shifts performed by the guards.
- b. The University will have authority to disburse the wages of the manpower deputed by the agency concerned.
- c. The GST will be paid on the Service Charges.

23. 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 and 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 its authorized 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. 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



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Wages Act 1948 (Act XI of 1948) Contract of 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 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.

24. SERVICE AGREEMENT:-

- a. 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 Security Services.
- b. That the Nodal Officer (Outsourced Services) will sign the Security Service agreement with the contractor concerned, on the behalf of the University.
- c. All the correspondence relating to the contract, by the contractor concerned will be made with the Nodal Officer (Outsourced Services).

25. MODE OF SELECTION OF MANPOWER:-

The contractor will provide the manpower to the University, only when he is advised for the same, by the designated officer of the University, against the written request. 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.

In case any modification in the list of the manpower is made, then the information of the same will be given to the University authorities, immediately.



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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.

At the time of the selection of a new manpower in the services the preference will be given to an Ex-serviceman from the Army background, and the following criteria will be adopted:-
Ex-serviceman with good service record.

Or

Guards that will have training and qualified as per PSARA.

Or

Guards having experience of atleast 5 years, in any reputed Institution/Organization.

In case the contractor brings any Security Guard the same shall be approved by the Competent Authority before its deputation.

However, the Guard must be between the 40 years of age to 50 years of age. The agency will not depute any guard more than 50 years of the age. The Competent Authority will have right to render the services of any guard, even after the said date, due to administrative reasons. Discharge date of security guard is 58 years.

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. The payment of the wages for the Dharna Period/ Strike Period will not be made to the Manpower and the Service Charges will not be paid for the said period to the agency.

If any guard will be found absent, without prior written request of leave, then wages equal to 1 ½ shift will be deducted by the University. It must be clearly noted that the security guards, on duty, will not be allowed to retain the Multimedia Phones/ Smart Phones, Camera Devices, Camera Phones, Bluetooth devices, Head Phones etc. In case any of the guard will be found with these devices / any of these devices then a penalty of Rs. 500/- per complaint will be



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charged from the Company/ agency concerned.

If any of the amount will be pointed out by the Accounts Department/ Audit Department or during the Audit of the Govt then the same will also be recovered from the Company concerned either from the Monthly bills or the Security that will be available with the University.

The conduct of the Company/ agency will be under scrutiny. If it is not rectified then 2% of the total service charges will be deducted by 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 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:-_____

With Seal



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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:

Contact no. _____

e-mail id _____



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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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FINANCIAL BIDS

The rates quoted by the bidder must include all charges, however the GST will be paid extra, by the University, as per Govt. rates (if applicable) on the excel sheet available on e-procurement site.