



# BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

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

University Procurement & Facility Department

## SHORT TERM e-TENDER FOR OPERATION OF HOSTEL MESSES

Tender Notification No :	AS GENERATED FROM THE GOVT. WEBSITE AUTOMATICALLY								
Nature of work :	Running and Operation of the Student's Hostel Mess of the constituent colleges of the University i.e.:- <ul style="list-style-type: none"><li>• <b>Girls Hostel of UNIVERSITY INSTITUTE OF NURSING, JALALABAD.</b></li></ul>								
Cost of the tender document:-	Rs. 500/- only (Rs. Five Hundred Only) {Non refundable, under any circumstances}.  The tender document fee will be submitted through online mode only.								
EMD Amount :	<table border="1"><thead><tr><th>Sr. No</th><th>Name of the Hostel Mess</th><th>Amount of applicable EMD</th></tr></thead><tbody><tr><td>1</td><td>Girls Hostel, University Institute of Nursing, Jalalabad</td><td>10,000/-</td></tr></tbody></table>	Sr. No	Name of the Hostel Mess	Amount of applicable EMD	1	Girls Hostel, University Institute of Nursing, Jalalabad	10,000/-		
Sr. No	Name of the Hostel Mess	Amount of applicable EMD							
1	Girls Hostel, University Institute of Nursing, Jalalabad	10,000/-							
<p><b><u>The EMD must be submitted in the shape of a Bank Demand Draft issued by any Nationalized/ Commercial Bank in the favour of the Registrar, Baba Farid University of Health Sciences, Faridkot and payable at Faridkot.</u></b></p> <p><i>{Refundable to the Non-successful bidders, without any type of interest or other charges}.</i></p> <p><i>However, It will be converted in Performance security in case of successful tenderer and will be returned after successful completion of the contract period.</i></p> <p><b><u>It should be clearly noted that no firm/ bidder will be</u></b></p>									



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	<b><u>exempted from the deposit of EMD under any circumstances. The bidder who will not deposit the EMD will not be entertained and his/ her tender will be rejected without any notice.</u></b>
Period of the Contract	<b><u>Upto 31.12.2018</u></b> and further extendable only on satisfactory services and mutual consent of both the parties.
Date of start of downloading of tender documents:-	immediate from the website of the Punjab Government i.e. <a href="http://etender.punjabgovt.gov.in">http://etender.punjabgovt.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>24.01.2018 up to 12.30 pm</u></b>
Last date & Time for submission of the tender documents:-	<b><u>24.01.2018 up to 1.30 pm</u></b>
Date and time for opening of the Technical Bids of Tender documents:-	<b>24.01.2018 (at 2.30 p.m.)</b> on the designated website of the Punjab Govt.
Date and time for opening of the Financial/ Price Bids of the Tender document	<b><u>24.01.2018 (3.30 p.m.) on the designated website of the Punjab Govt.</u></b>
Address for the submission :	The Registrar, Baba Farid University of Health Sciences, Sadiq Road, Faridkot (Punjab) PIN-151203.
Who can be contacted for	Sh. RAJ SINGLA, AUDIT OFFICER,



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obtaining more information about the tender.	University Procurement & Facility Department, Baba Farid University of Health Sciences, Faridkot. Phone:- 01639-250267, 256232/36, Email id:- <a href="mailto:upfdbfuhs@gmail.com">upfdbfuhs@gmail.com</a> (on all working days from 10.00 a.m. to 3.00 p.m.)
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Note 01:-

- **For any clarification about the E-tendering, Digital Signature certificates and User Id, the Bidders/agencies may contact on Punjab e-procurement helpline numbers 92572-09340, 80546-28821, 0172-3934667.**



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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. Attach 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.
3. Attach Technical Bid Proforma (Annexure-III).
4. Attach a signed copy of the terms and conditions (Annexure-IV).
5. Detail of Bank Account for refund of EMD (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. 500/- 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 hostel mess.
  - ii) Earnest Money Deposit (EMD) as detailed below:-

Sr. No	Name of the Mess	Amount of required Earnest Money Deposit
1`	Girls Hostel of University Institute of Nursing, Jalalabad	10000/- (Rs. Ten Thousand Only)

The Earnest Money Deposit will be accepted in the Shape of **Bank Demand Draft** only. It will not be accepted in any other format. The Demand Draft issued by any nationalized bank must reach to the office of the Incharge (UPFD)



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- before the time of opening of the technical bids. The Demand draft must be issued in the favour of the Registrar, Baba Farid University of Health Sciences, Faridkot and payable at Faridkot.
- iii) 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 GST/TIN/TAN/PAN/VAT (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. Amount of the License fee 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.
9. 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.
10. **That the License fee will be collected in HALF YEARLY INSTALLMENTS in advance.** The Successful bidder must have to deposit the said amount of the License Fee equal to 6 months period immediately after issue of the allotment letter.
11. The bidder must have to deposit the Electric Usage charges (for preperation area only) based on the sub meter readings that will be installed by the UWD.
12. That till the installation of the separate Electric Meter charges of Rs. 3000/- per month will be charged for the Electric charges.
13. The contractor will also pay the water charges Rs. 750/- per month (Fixed) for the usage of water.



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14. The contractor will also have to pay the applicable amount of GST and other statutory dues if applicable.



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## Annexure-I

E- TENDERS are invited for licensing out of **following Messes of constituent colleges of the Baba Farid University of Health Sciences, Faridkot.**

Sr. No	Name of the Mess	Number of Hostellers (approx.)
1	Girls Hostel of the University Institute of Nursing, Jalalabad.	40 No's. approx.

**Note:- The actual number of hostellers may increase / decrease at any time.**

The tender document containing detailed terms & conditions may be downloaded from the e-procurement website of the Punjab Government i.e. <https://etender.punjabgovt.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:-

- THE Envelops containing the Demand Draft of Earnest Money Deposit of Rs. 10,000/- only (Rs. Ten Thousand Only) must reach to the office of the Incharge (UPFD), Baba Farid University of Health Sciences, Faridkot on or before the last date and time of the opening of technical Bids of the Tender documents. 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 Earnest Money Deposit should be submitted/ deposited to the Incharge (UPFD) only in the shape of a Demand Draft issued by any nationalized bank in the favour of the Registrar, Baba Farid University of Health Sciences, Faridkot.**
- The tenders will be opened on the same day at 2.30 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.



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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).

### AFFIDAVIT

I/We \_\_\_\_\_  
partner/sole proprietor (Strike out which is not applicable) of (Name & Address of Firm)  
\_\_\_\_\_ do hereby declare and solemnly affirm:-

- That the individual/firm/ companies are not debarred or black- listed by any department of Union/ State Government or any autonomous institute.
- 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.
- That the terms and conditions for **“Operation of Hostel Mess”** at Baba Farid University of Health Sciences, Faridkot or its constituent college/ institution are acceptable to me/us. I/We will abide by them in letter and spirit.
- That I will pay the applicable amount of the license fee, GST, Electric Usage charges, Water Usage charges and other statutory dues within stipulated period.

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:- \_\_\_\_\_
- 10 **Details of the Earnest Money Deposit (EMD):-**  
\_\_\_\_\_  
(A) *In case EMD is deposited in the shape of a demand draft:-*  
\_\_\_\_\_  
Demand Draft No. \_\_\_\_\_  
Date of demand draft \_\_\_\_\_  
Amount of the demand draft **Rs. 10,000/- only (Rs. Ten Thousand Only)**  
\_\_\_\_\_  
Bank with branch name \_\_\_\_\_
- 11 PAN Number \_\_\_\_\_
- 12 GST No. \_\_\_\_\_
- 13 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 (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 (Scanned copy uploaded on the e-procurement portal or not?)	Yes/No
3.	Technical Bid Proforma attached – Annexure – III (Scanned copy uploaded on the e-procurement portal or not?)	Yes/No
4.	Signed copy of terms & conditions attached – Annexure – IV (Scanned copy uploaded on the e-procurement portal or not?)	Yes/No
5.	Bank Details (Annexure – V) for refund of EMD attached (Scanned copy uploaded on the e-procurement portal or not?)	Yes/No
6.	Signed copy of an acceptance of tender/ conditions (Annexure – VI) (Scanned copy uploaded on the e-procurement portal or not?)	Yes/No
7.	Whether the fee of Rs. 500/- only (Rs. One Thousand Only) on account of Tender Fee has been submitted through online mode or not?	Yes/No
8.	Whether an EMD of the appropriate value i.e. <b>Rs. 10,000/- only</b> has been submitted in the Shape of a <b><u>Demand Draft only</u></b> issued in the favour of the <b><u>“Registrar, Baba Farid University of Health Sciences, Faridkot”</u></b> .	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? (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 attached. (Scanned copy uploaded on the e-procurement portal or not?)	Yes/No



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11.	Whether a copy of the food and safety license issued by the department concerned have been uploaded along with the tender or not?	Yes/ No
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Note: Non compliance to the 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 HOSTEL MESS.

##### 1. SCOPE OF WORK

This work involves providing bed tea, breakfast, lunch, evening tea and dinner as per menu enumerated below, for **Girls Hostel Mess of the University Institute of Nursing, Jalalabad.**

#### **MENU:**

The contractor shall serve to the residents of the Students & Nurses Hostel menu as enumerated below:-

Morning Tea/ Bed Tea/ Tea with Breakfast (Daily)	Cup of Tea/Coffee (Standard sized cup)
Breakfast (Monday to Saturday) (Timing 7:00 a.m to 10:00 a.m. daily)	Stuffed Parantha (2 Nos.) with Butter 20 gms OR Curd 100 gms and Pickle / Chatni
Breakfast on Sunday (7:00 a.m to 10:00 a.m)	Chana Bhatura with pickle/ chatni Or Alu Puri alongwith Pickle/ chatni With Cup of Tea (Standard sized cup)
Lunch (1:00 p.m to 3:00 p.m daily)	Chapatis/Rice- ad lib* (Seasonal Veg./ Rajmah/ black chana/ white Chana/ Kari etc. ad lib* <b>and</b> Curd/ Veg Raita) – 100 gms each. with Pickle/ Chatni and Salad.
Dinner (8:00 p.m to 10:00	Chapatis/ Rice - ad lib*



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p.m. daily)	Dal/ Seasonal Veg. - ad lib* Salad - ad lib* with Pickle/ Chatni and Salad. <b>Sweet dish with dinner for atleast 02 days in a week</b> <b>Proposed Items for Sweet Dish:-</b> <b>Halwa, Kheer, Sewian, Custerd, Gulab Jamun, Rasgulla,</b> <b>Ice Cream etc.</b>
	<b>One paneer dish once in a week.</b>
* Ad Lib = at will	

The mess will function from 6:00 A.M to 10:00 P.M daily subject to change after due approval of the competent authority.

### 2. PERIOD OF CONTRACT:

- The agreement shall be initially for period upto **31<sup>st</sup> of December 2018** which can be extended for a further period subject to the satisfactory performance and mutual consent of both the parties.
- 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. The license fee will be enhanced after completion of one year from the date of starting of the work.

### Proviso:

In case the licensee is unable to continue the contract and serves the prior notice before one year duration from the date of allotment/ possession, 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.

### 3. SECURITY DEPOSIT

The contractor will deposit a security (refundable) of Rs. 10,000/- only (**Rs. Ten Thousand Only**) in the shape of a demand draft issued by any nationalized bank in the favour the Registrar, Baba Farid University of Health Sciences, Faridkot. However, the



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EMD deposited by the contractor will also be adjusted against the said amount of the security.

#### 4. LICENCE FEE:

- a) The licensee shall paid for the on **HALF YEARLY BASIS, IN ADVANCE.** During the starting of the said contract the successful bidder have to deposit the License fee for the period of 6 months , 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. **1<sup>st</sup> of January** every year. The increase shall be worked out on the license fee last payable.
- c) The contractor will have to pay his/ her share of GST upon the license fee (if applicable).

#### 5. PAYMENT OF TAXES:

The Licensee shall be liable to pay all such fees or taxes including Service Tax/ GST 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.

#### 6. 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.



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5.	Tea Leaves	Lipton/ Brook Bond/ Tata brands
6.	Coffee Powder	Nescafe/Bru
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

### 7. RATES:

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

		MENU	RATE
Morning Tea (Daily)	:	Tea	<b>Rs. 2250/- per month fixed irrespective of the days / diets.</b>  <i>(amount of mess charges will be collected by the Mess Contractor directly from the students, on completion of each month).</i>
Breakfast (Timing 7:00 a.m to 10:00 a.m. daily) (Monday to Saturday)	:	Stuffed Parantha (2 Nos.) with Butter 20 gms OR Curd 150 gms With Chatni/ Achar	
Sunday (7:00 a.m to 10:00 a.m)	:	Chana Bhatura (2 Nos. Standard Size) or Alu Puri (3 Nos.) alongwith Pickle/ Chatni, Tea	
Lunch (1:00 p.m to 3:00 p.m daily)	:	Chapatis /Rice-ad lib (Seasonal Veg./ Dal / Rajmah/ black or white Chana/ Kari etc. ad lib. Veg. Raita/Curd :- 100 gms. With Pickle/ Chatni + Salad	
Dinner (8:00 p.m to 10:00 p.m. daily)	:	Chapatis (2 Nos.)/ Rice - ad lib Dal/ Seasonal Veg. - ad lib Salad - ad lib With Pickle/ Chatni Sweet Dish with dinner for minimum 03 days in a week.	





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\* Ad Lib at will

**b) The Fixed Mess Charges will be collected by the Mess Contractor directly from the students concerned after completion of every month.**

c) 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 through the Principal considered).

d) Rates list of all the articles kept for sale, shall be displayed in **Underlined** near the counter by the licensee at his own cost.

e) The contractor will display the weekly menu in advance.

### 8. 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 Utancils 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.

### 9. 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 non supply of the same within one month from the date of award of contract would mean the cancellation of contract and forfeiture of EMD/Security deposited.**

### 10. INDEMNITY BOND:



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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 15 days of award of contract to the concerned Principal/ Head of the Institution.

### **11. COMMENCEMENT OF WORK:**

The contractor is required to commence the work within 15 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.

### **12. MESS STAFF:**

The contractor shall employ adequate number of experienced persons at his own cost to run the hostel Mess.

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 Warden of the concerned Hostel.

Accommodation for the mess 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.

### **13. 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.



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- The Contractor will ensure that all his employees are medically fit and are free from communicable diseases. He will also communicate to the Warden of the concerned Hostel, 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.

### **14. 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 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.

### **15. RUNNING OF THE MESS, 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 mess service. **The hygiene and sanitation of the premises shall be the responsibility of the contractor.**

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

Sale and consumption of articles like cigarettes, wine and other narcotics is prohibited in the Hostel Mess & Hostel premises.

### **16. 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.



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The contractor shall not use the Hostel Mess area for residential purposes for himself and for his employees.

**17. SURPRISE CHECK:**

The University Authorities, Officers of the University Procurement & Facility Department, Hostel Superintendents, Hostel Wardens 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 Hostel Mess 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.

**18. 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.

**19. BLACK LISTING:**

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

**20. 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



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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.

### **21. 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 hostel.

### **22. ELECTRICITY/ WATER CHARGES**

- Electricity charges on actual consumption basis (for Preparation Area/ Cooking area of the Hostel Mess ) 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.3000/- P.M. till the installation of sub-meter.
- The contractor will pay water charges @ Rs.750/- p.m.

### **24. SUBLETTING OF THE CONTRACT:**



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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.

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.



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“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.

**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 Principal, Guru Gobind Singh Medical College & Hospital, 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



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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.

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

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

Signature\_\_\_\_\_

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

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

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

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

With Seal

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

## Accepted

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

Signature\_\_\_\_\_





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



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## Price Bid

<u>Name of the work:-</u>		<u>Operation of Girls Hostel Mess at the University Institute of Nursing, Jalalabad</u>	
<u>Name address and Contact No. of the Party:-</u>			
<u>Sr. No</u>	<u>Name of the work</u>	<u>Amount of Annual License Fee Quoted</u> (In Rs. )	<u>In words</u>
<u>01</u>	<u>Operation of Girls Hostel Mess at the University Institute of Nursing, Jalalabad.</u>		