

Services/Activities for Outsourcing of House Keeping & Sanitation Services

09 OCT 2015

Important Instructions

1. All the instructions contained in the Tender Form are important and required to be complied with.
2. Please ensure that the Technical Bid, Bid Guarantee [Earnest Money Deposit (EMD)] and Price bid are submitted in sealed envelope super-scribing, **'Tender for providing 'House Keeping & Sanitation Services ref 201509'** in the office of Registrar, BFUHS Faridkot on or before _____ by _____ failing which Tender shall not be entertained and rejected out rightly.
3. The Earnest Money Deposit (EMD) is acceptable in the form of Account payee Demand Draft/ Banker's Cheque from any of the commercial banks in an acceptable form, payable at 'Faridkot', which should be valid for a period of 70 days as on last date of submission of Tender document drawn in the name of Registrar BFUHS, Faridkot. Earnest money in any other form is not acceptable and the Tender shall be treated as invalid.
4. Price Bid in the prescribed format must be placed in a separate sealed envelope superscribed 'Price Bid' and this envelope should be placed in the main envelope as at serial no. 2.
5. Detailed information of Tender document can be downloaded from the university web site: www.bfufs.ac.in.
6. Exemption of service taxes: House-keeping services provided to educational institutions are exempted from service tax as per notification No. 25/2012- Service Tax dated 20 June 2012 and notification No. 06/2014 - Service Tax dated 11 June 2014 of the Ministry of Finance (Department of Revenue) Govt. of India, New Delhi. Therefore, the contractor shall not charge Service Tax, from the BFUHS.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	Whether the Bid guarantee (Earnest Money Deposit) in the form of Account payee Demand Draft/ Banker's Cheque from any of the commercial banks in an acceptable form, payable at Faridkot which must be valid for a period of 70 days as on last date of submission of Tender document, drawn in the name of Registrar BFUHS Faridkot, for an amount of Rs. 5 Lacs (Rupees Five lac only) , has been submitted	Yes / No
2.	Whether the solvency certificate, issued by any of the commercial banks in an acceptable form amounting to Rs. 30 Lacs (Rupees Thirty lac only) , has been submitted.	Yes / No
3. a)	Whether the Technical Bid submitted.	Yes / No
b)	Whether the Price Bid submitted.	Yes / No
4.	Whether an affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate, regarding non-black listing/non-prosecution of firm has been submitted	Yes / No
5.	Whether each page of the Tender documents at Annexures 'I' to 'IV' and Annexures 'A' to 'E' and other enclosures as well as cutting(s)/ overwriting(s) have been signed/ initialed by the Tenderer and also the forwarding letter has been attached.	Yes / No
6.	Whether latest/current valid copy of Income Tax Return Certificate for the last three years / PAN / TAN No. issued by the competent authority have been submitted.	Yes / No
7.	Whether the self attested copy of Service Tax No. issued by the competent authority attached.	Yes / No
8.	Whether a self attested copy of all registration(s)/permission (s)/ license (s) etc. such as valid Labour License/License issued under Private Security Agencies (Regulation) Act, 2005 (in case of Security Services only) EPF, ESI & EDLI License/Code Number, get ESI/PF returns which are required under any Labour Law and other Legislation for providing the services under the Service Agreement, have been attached.	Yes / No
9.	Whether an experience certificate of as per para 34 of DNIT where your firm has executed service contract for the supply of manpower stated above during the last three years on the last date of submission of Tender along with the list of such Institution(s)/Organization(s) and also certificate of its satisfactory performance,	Yes / No

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	have been submitted along with ESI AND PF Returns.	
10.	Whether a self attested copy of the constitution/ partnership deed of your firm duly registered with Competent Registrar of companies/firms has been submitted	Yes / No
11.	Whether a self attested copy of latest Balance Sheet for the last three years has been submitted	Yes/ No
12.	The cost of the Tender document will be Rs. 2000/ only (Rupees Two thousand only). The cost of the Tender document will be non-refundable under any circumstances. The Demand Draft should be in the favor of the Registrar, BFUHS, payable at Faridkot of any commercial bank and must be valid for a period of 70 days as on last date of submission of Tender document, as the cost of the Tender document.	

Place: 09 OCT 2015
Dated: _____

Signature of Tenderer
Full name and Address of Tenderer



Tender documents –services/activities – for Outsourcing of House Keeping & Sanitation Services

Tender document ref. No.201509

Tender for award of contract for providing 'House Keeping & Sanitation Services' through outsourcing for BFUHS, at University, Campus, Constituent Colleges and Allied institutions/buildings.

Instructions/guidelines for Tenderers.

1. A copy of Tender Notice is at **Annexure-'I'**.
2. The Terms and Conditions as laid down in the Service Agreement for the award of contract for outsourcing of services/activities are at **Annexure-'IV'**.
3. Declaration of past relevant work experience is at **Annexure 'V'**
4. The Scope of work/activities are at **Annexure-'A'**.
5. A copy of the terms of payment is at **Annexure-'B'**.
6. Technical Bid Performa for evaluation of technical performance of the Tender is at **Annexure-'II'**.
7. Price Bid Performa is at **Annexure-'III'**(to be enclosed in separate sealed envelope).
8. A copy of undertaking regarding compliance of statutory obligations is at **Annexure-'C'**.
9. An affidavit regarding Non-Black Listing/Non-Prosecution specimen is at **Annexure-'D'**.
10. The Service Provider, being the Employer in relation to persons engaged/employed by him to provide the services under the Service Agreement shall alone be responsible to provide the services under the Service Agreement and shall also be responsible to make the payment of monthly wages/salaries to the persons deployed by him, which in any case shall not be less than the Minimum Wages as fixed or enhanced from time to time under Minimum Wages Act, 1948 (Act XI of 1948) by the Labour Commissioner, Punjab and rules framed there under from time to time or by the State Government and/or any authority constituted by or under any law and observe compliance of all the relevant labour laws. Besides this, the Service Provider shall also make the payment of all other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to his employees. BFUHS will not pay any other liability except Wages, EPF, ESI, EDLI contributions, Service Tax. (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) on the rates as applicable from time to time by the concerned authorities. The payment of Service Tax would be as per the Notification No. 30/2014-Service Tax dated 20.06.2012, If any other liability occurs, the same will be borne by the Service Provider from his Administrative Charges. The Administrative/Service Charges in %age (percentage) shall include bonus as per clause No. 12 Payment of Bonus Act 1965, under the head Calculation of Bonus with respect to employees of Service Provider.
11. The Tender Documents along with Annexure 'I' to 'IV' and annexure 'A' to 'E' and forwarding letter should be submitted. The Earnest Money Deposit (EMD) shall be submitted in the physical form on or before the date mentioned in the DNIT. The Technical Bid, Price Bid, each page of the Tender document and Annexure 'I' to 'IV' and annexure 'A' to 'E' should be signed in full by the Tenderer(s) or his/her authorized signatories and should bear the rubber stamp/seal of the firm affixed on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. In the event of any infringement of these conditions, the Tender shall be rejected.
12. The Tenderer should submit his/her Tender in two parts i.e.
 - a. Technical Bid and Bid Guarantee (Earnest Money) in physical form along with all the mentioned Annexure's
 - b. Price Bid.
13. The Tender shall be awarded to the Tenderer, who quotes the lowest offer as per price bid performa at **Annexure 'III'**, provided he fulfills all other terms and conditions of the Tender document. However 0% value of Administrative Charges shall be straightway rejected.
14. The Tenderer should keep his offer valid for acceptance for a period of one year from the date of opening of the Price Bid. In case, the Tenderer is unable to keep his offer open for the above said period, his Tender shall be treated as invalid.
15. The Tender must be accompanied with Earnest Money Deposit (EMD) amounting to Rs. 5,00,000/- (Rupees five lacs only) drawn in the name of the Registrar BFUHS Faridkot, in the form of Account payee Demand Draft/ Banker's Cheque from any of the commercial banks in an acceptable form, payable at Faridkot, which should be valid for a period of 70 days as on last date of submission of Tender document failing which Tender shall not be entertained and rejected out rightly.
16. The Tender must be accompanied with a latest Solvency certificate for an amount not less than **Rs. 30,00,000/- (Rupees Thirty lacs only)**, issued by any of the Commercial Banks in an acceptable form, within the last 06 months on the closing date of Tender.



17. The Tender without Earnest Money or short of it or not in the manner and form specified above i.e. Account payee Demand Draft/ Banker's Cheque shall not be entertained and rejected straightway.
18. Earnest Money/Security Deposit and/or any other sum of the Tenderer(s) lying with the Registrar BFUHS Faridkot in connection with any other Tender/case shall not be considered against this Tender.
19. Any unsealed, conditional, telegraphic Tenders, fax Tenders, Tenders without earnest money, Tender not on the prescribed form or any deviation from the terms and conditions of the Tender notice shall not be entertained and rejected out rightly.
20. This Tender form is not transferable.
21. No Tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
22. The Tenderer shall quote his offer/rates i.e. Administrative Charges in percentage both in figures and words, which shall remain valid for the whole period of contract for 3 (Three) years on the basis of minimum wages fixed or enhanced from time to time by the Labour Commissioner, Punjab by taking into consideration all his statutory obligations as well as his sole responsibilities as an employer/ service provider of the persons to be engaged/employed by him for the execution of this Service Agreement viz and no enhancement in the Administrative Charges in percentage under any circumstances, shall be allowed.
23. The tender shall be liable for and be responsible to
 - a. To pay the wages/salaries & other statutory contributions under the Payment of Wages Act, 1936, Minimum Wage Act, 1948, 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 etc. and rules framed there under, as applicable and as amended from time to time.
 - b. To comply with the taxation provisions of the Income Tax Act, 1961, Service Tax etc., as amended from time to time as applicable to such business undertakings.
 - c. To bear any other expenses to be incurred in compliance with the provisions of the Service Agreement such as to provide uniform, identity card, name plates etc. to the employees engaged for the purpose.
 - d. To bear any other liabilities, which are required to be discharged by him for the full execution of Service Agreement.
24. The Tenderer may inspect the Areas/Location, where the services are to be provided for assessing the work involved on any working day during office hours.
25. The last date and time for submission of Tender is 2 Nov 2015 by 11:00 am The Tenderer himself will be responsible to ensure that his Tender and bid guarantee/EMD in a sealed cover is received on or before the said last date and time in the office of the Registrar, BFUHS, Faridkot. Any Tender, which is submitted/ received after the last date and time, shall not be considered under any circumstances. The BFUHS shall not be responsible for any delay (including postal delays) or any other cause that may lead to delay in the submission of the Tender at the above said designated address beyond the last date and time.
26. The Tender shall be opened on 2 Nov 2015 at 11:00 am by the committee constituted for this purpose in the office of the Registrar BFUHS. In the event of the date of receipt or opening of Tender being or being declared a holiday for the BFUHS the last date of receipt/opening of the Tender shall be the next working day at the same time and venue.
27. 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 of 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 opening of Tender.
28. Only Registered firms are eligible to furnish Tender and the Tenderer should submit in general branch an attested copy of the Partnership deed/constitution duly registered with the Competent Registrar.
29. Subletting of contract is not allowed under any circumstances.
30. The Tenderer must furnish self-attested copies of Income Tax Returns for the last three years including upto FY 2014-2015 and respective form 16A (last 3 years) along with Technical Bid. Tenderer must have an annual turnover of rupees 2.5 crores or more in the three preceding financial years.
31. The Tenderer must furnish self-attested copies of Service Tax Number issued by the competent authority and service tax returns for the last 3 years along with Technical Bid.
32. The Tenderer should be registered under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 framed there under and should furnish a self attested copy of the valid Labour License issued by the Punjab Govt. In case The Tenderer is not registered with the Punjab Govt under the

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- Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 framed there under, Tenderer shall have get labor licence issued by Punjab Govt. within 15 days of being declared L1 bidder (tender shall be awarded only after the tendered submits verified copy of labor licence issued by Punjab Govt..
33. The Tenderer should submit self attested photocopies of paid challans in support of having deposited contribution of EPF/ESI/EDLI/Service Tax with the concerned applicable authorities along with the Technical Bid with respect to experience criterion as at Sr.ro 32.
34. The Tenderer should furnish an experience certificate(s):
- a. Of deployment of 100 persons under outsourcing contract in any trade/field in a single contract for a period of atleast one continuous year during the last three years on the last date of submission of Tender along with the list of such Institution(s)/Organization(s) and also certificate of its satisfactory performance, may be submitted
 - b. Or of deployment of 50 persons under outsourcing contract for Housekeeping and Sanitation Service in a single contract for a period of atleast one continuous year during the last three years on the last date of submission of Tender along with the list of such Institution(s)/Organization(s) and also certificate of its satisfactory performance, may be submitted.
35. To support above experience tenderer must submit copy(ies) (certified by bank manager) of bank account statement of registered firm showing salary payments, EPF/ESI/EDLI/Service Tax, payments with the concerned applicable authorities.
36. In case of breach of any of terms and conditions as mentioned above or false information provided by the Tenderer, Earnest Money of the Tenderer(s) shall be forfeited in full by the Registrar.
37. Any attempt direct or indirect, to cast influence, negotiation on the part of the Tenderer with the officials/authority to whom he shall submit the Tender or the Tender accepting officials/authority before the finalization of Tenders shall render the Tender liable for rejection.
38. The contract shall be awarded initially for a period of one year, which is further extendable annually up to a maximum period of 3 years (including the initial period of one year) on the same rates, terms and conditions accepted by the Tenderer subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of the Service Agreement. This will, however, be further subject to the approval of the competent authority.
39. The Competent Authority reserves all rights to accept or reject any Tender without assigning any reason and also to impose/relax any terms and conditions of the Tender.
40. Format for PBG is at annexure 'VI'
41. Format for POA is at annexure 'VII'
42. Medical examination report format is at annexure 'VIII'



ANNEXURE-'I'

TENDER NOTICE**Outsourcing of Manpower for House Keeping & Sanitation Service Contract through Service Provider**

The BABA FARID UNIVERSITY OF HEALTH SCIENCES FARIDKOT invites Tenders from registered firms through Tendering for outsourcing of manpower for House Keeping & Sanitation Services through Service Providers:-

Sr. No	Name of work/ contract	Earnest Money In Rupees	Last Date and time of deposit of Tenders documents	Date, time & <u>venue</u> of opening of online Bid (Technical Bid)
1.	House Keeping & Sanitation Services	5,00,000/-	2-11-2015 up to 011.00 a.m.	2.11.2015 at 11.00 p.m. BFUHS, Faridkot

CONDITIONS: Detailed Terms and Conditions are available in the Tender document.

1. The contract shall be awarded initially for a period of one year, which is further extendable annually upto a maximum period of three years (including the initial period of one year), on the same rates, terms and conditions accepted by the Tenderer subject to review of and having found the satisfactory performance of services/activities and compliance of all the terms and conditions of the Service Agreement, which is further subject to approval of competent authority. The contract shall stand automatically cancelled, if the competent authority declines to grant approval.
2. Each Tenderer must submit Tender in sealed envelope along with applicable EMD as mentioned above in favour of 'The Registrar BFUHS, payable at Faridkot', in an acceptable form as described in DNIT (which should be valid for a period of 70 days as on last date of submission of Tender), in the office of the Registrar, BFUHS Faridkot on or before 2 Nov 2015 by 11:00 am failing which Tender shall not be entertained and rejected out rightly.
3. Price Bid in the prescribed format must be placed in a separate sealed envelope superscribed 'Price Bid' and this envelope should be placed in the main envelope.
4. Any unsealed, conditional, telegraphic/fax Tenders, Tenders without Earnest Money and not on the prescribed form or any deviation from the terms and conditions of the Tender Notice shall not be entertained and rejected out rightly.
5. In the event of the date of receipt or opening of Tender being declared a holiday, the last date of receipt/ opening of the Tender shall be the next working day at the same time & Venue.
6. The Competent authority reserves all rights to reject any or all the Tenders without assigning any reason.
7. Bid Document and all other terms, condition and instructions can be downloaded from the Website of BFUHS Faridkot <http://www.bfuhs.ac.in> However, for general information, the Tenderer can approach the Registrar, BFUHS, for survey of the areas under the scope of the services on any working day.

Date of opening of Price Bid will be shared with the bidders during the opening of Tenders and no separate intimation shall be sent to the bidders. Price bid may be opened on the day of opening of technical bids depending upon the completion of the of technical evaluation process.





Registrar

Annexure – II

(Tender Form for providing housekeeping and sanitation services at BFUHS)

1	Cost of Tender Form	Rs.
2	Due date for Tender	
3	Opening time and date of Tender	
4	Names address of firm/Agency and Telephone numbers	
5	Registration no. of the company	
6	Name Designation, Address and Telephone no. of Authorized person of Firm/Agency of deal with	
7	Please specify as to whether tenderer is firm/company. Name and address and telephone no. of Directors / Partners should be specified	
8	a). Copy of PAN card issued by income Tax Department	Attached or not attached
	b). Copy of previous three financial years income tax returns (attached or not)	Attached or not attached
9	Employee provident fund Account No.	
10	ESI Number	
11	License Number under Contract Labour (R&A) Act, if any	
12	Details of Bid security Deposit	
	a. Amount	Rs.
	b. DD no. or bank guarantee	
	c. In favor of	
	d. Date of issue	
	e. Name of issuing authority	
13.	Any other information	
14.	Declaration by the bidder	

This is to certify that I / We before signing this Tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.





Signature of the bidder
Name and address (with seal)

ANNEXURE-III

Form for Financial BID

S. No	Particulars	In words	In figures
A	No of safai sewaks proposed to be deployed (minimum 130 persons)		
B	Minimum monthly wage as per local DC rate	Rs:	
C*	Wage Bill = A x B (for calculation of L1 bidder, ESI, ESIC, EPF, EDLI related charges shall not be counted)	Rs:	
D	Administrative charge %age	%	
E	Monthly bill = C+ (C*D/100)	Rs:	
F	One time repair cost inclusive of all applicable taxes	Rs:	
	Final Bid amount = F + (E*12)	Rs:	





No. BFUHS (GEN.) /2015/

Dated:

SERVICE AGREEMENT

THIS AGREEMENT is made on this.....day of2015 between the Registrar BFUHS Faridkot (hereinafter referred to as the 'BFUHS' excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s.....a Company registered under the Companies Act, 1956 a Firm constituted/incorporated on....., having its registered office at _____ acting through _____ its Managing Director/Partner (hereinafter referred to as 'Service Provider' which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be on the second part.

WHEREAS the Service Provider is engaged in the business of providing '**HOUSE KEEPING & SANITATION SERVICES**'.

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the BFUHS under this Agreement.

The Term 'BFUHS facilities' shall hereinafter mean all areas/buildings as covered under Annexure 'A' of this service agreement (para '4')

AND WHEREAS on the aforesaid representation made by the Service Provider to the BFUHS, the parties hereby enter into this Agreement on the terms and conditions appearing hereinafter.

Now, therefore, this agreement witnesseth and it is agreed by and between the parties as under:

1. **SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES:** The Service Provider hereby represents, warrants and confirms that the Service Provider:-
 - a. has full capacity, power and authority to enter into this Agreement and during the continuance of this Agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this Agreement.
 - b. has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure, capacity and capability to perform its obligations in accordance with the terms of this Agreement and to the entire satisfaction of the BFUHS
 - c. shall on the execution of this Agreement and providing services to the BFUHS, not violate, breach and contravene any conditions of any agreement entered with any third parties.
 - d. has complied with and obtained necessary permissions/ licences/ authorizations under the Central, State and local authorities and obtained all required permissions/ licences for carrying out its obligations under this Agreement.
2. **OBLIGATIONS OF THE SERVICE PROVIDER**
 - a. The Service Provider shall operate and provide services to BFUHS as per its requirements elaborated in the Scope of Work at Annexure 'A'
 - b. The regularity of the performance of the services and in a professional manner shall be the essence of this Agreement and shall form a central factor of this Agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the BFUHS from time to time.
 - c. **The assessment made by the BFUHS in the Tender including descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.**
 - d. If BFUHS notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said service, the same shall be communicated immediately to the Services Provider who shall take corrective steps immediately to avoid recurrence of such incident(s) and reports to the BFUHS.
 - e. If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct etc., the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the BFUHS in writings or itself can take action in accordance with law. The Service Provider shall make good the loss/damage caused to the BFUHS.

- f. The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this Agreement. (Annexure C)
 - g. The compensation amount of the workmen is to be paid by the Service Provider only.
3. **Assignment of Agreement:** -This Agreement is executed on the basis of the current management structure of the Service Provider. Therefore, any assignment of this Agreement, in part or whole, to any third party shall be a ground for termination of this Agreement forthwith. The successful Service Provider shall be required to execute this Agreement on stamp paper of appropriate value to be got registered at with the Sub Registrar at Faridkot at his own cost.
4. **TERMS**
- a. This Agreement shall be effective initially for a period of one year, which is further extendable up to a maximum period of 3 (three) years (including the initial one year) on the same rates, terms and conditions accepted by the Service Provider subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of this Agreement. This will, however, be further subject to the approval of the competent authority. The contract shall stand automatically cancelled if the competent authority declines to grant such approval.
 - b. The offer/rates i.e. Administrative Charges in percentage shall remain valid for the whole period of contract for three years on the basis of wages fixed by the Labour Authorities from time to time for each category of the posts mentioned in the Annexure of scope of work and no enhancement in the Administrative Charges in percentage under any circumstances shall be allowed. This institute will not pay any other liability except Wages, EPF, ESI/group insurance, EDLI contributions, Service Tax. (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) on the rates as applicable from time to time by the concerned authorities. The payment of Service Tax would be as per the Notification No. 30/2014-Service Tax dated 20.06.2014, If any other liability occurs, the same will be borne by the Service Provider from his Administrative Charges. The Administrative/Service Charges in %age (percentage) shall include bonus as per clause No. 12 Payment of Bonus Act 1965, under the head Calculation of Bonus with respect to certain employees.
 - c. House-keeping services provided to educational institutions are exempted from service tax as per notification No. 25/2012- Service Tax dated 20 June 2012 and notification No. 06/2014 - Service Tax dated 11 June 2014 of the Ministry of Finance (Department of Revenue) Govt. of India, New Delhi. Therefore, the contractor shall not charge Service Tax, from the BFUHS.
5. **Security Deposit and Bank Guarantee:-**
The Service Provider shall be required to deposit Security Deposit (Performance Security) of Rs. 30 Lacs (Rupees Thirty lacs only) in the form of Demand Draft from any of the Commercial banks in an acceptable form duly pledged/drawn in favour of the Registrar, Baba Farid University of Health Sciences, Faridkot, Faridkot, payable at Faridkot before the award of contract. Such security deposits shall act as guarantee to underwrite against any claim arising out, at any time, in connection with the faithful performance of this Agreement and shall be refundable after the end of the contract and on fulfillment of the obligations by the service provider.
6. **Forfeiture of Security Deposit:** -The BFUHS shall have absolute rights and powers for forfeiture of said Security Deposit/Bank Guarantee, in case of breach of any clause of this Agreement, without any prior notice and no claim whatsoever on this account shall be entertained.
7. **Commencement of Services/Activities:** -The Service Provider is required to commence the Services/Activities within 15 (fifteen) days from the date of issue of letter of intent for the award of contract. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from the date of issue of letter of Intent for non-commencement of the Services/Activities subject to the condition that in no case it shall exceed 10% of the total annual value of the contract. In case, the Service Provider fails to commence the Services/Activities within 30 days from the date of issue of letter of intent, it will be presumed that he is no more interested in taking over this Service Contract and the letter of Intent shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.
8. **Recruitment/Removal of personnel by the Service Provider:-** Recruitment/removal of number of Manpower for 'House Keeping & Sanitation Services' (i.e. no. of persons to be deployed as per their eligibility conditions) mentioned in the Scope of Work at Annexure-'A' to be deployed at BFUHS Areas (University, Campus, Constituent Colleges and Allied institutions/buildings) under BFUHS during the currency period of this Agreement shall be made on the recommendations of the Committee(s) to be

constituted for the purpose by the BFUHS. The manpower mentioned in the scope of work may be increased or decreased by the competent authority as per requirement. Further, the Service Provider shall issue appointment letters and immediately communicate the list of his employees indicating their Name, age, parentage, address, both residential and permanent, term of appointment, Aadhaar card no. etc. in respect of each employee engaged by him on the date of deployment in BFUHS as well as any subsequent changes, if any, of his employees. The antecedent of the persons to be provided by the Service Provider will be got verified from the Police by the Service Provider at his own level and furnish a copy thereof to the BFUHS within three months from the date that personnel has been deployed for work. If any personnel breaches any terms & conditions of his/her appointment/agreement or remains willfully absent from duty consecutively for three days or more he/she shall be removed by the Service Provider. Charges incurred on account of police verification shall be part of administrative charges and must not be deducted from the salary payable to employee of the service provider

9. **Formulation of mechanism and monthly duty/assignment chart:** On taking over the responsibility of providing the aforesaid services, the Service Provider shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of their deployment at 'BFUHS facilities' for the approval of the designated officer of the said services. He shall visit the BFUHS in order to interact with Registrar/designated officers for ensuring the effective arrangements at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He shall further ensure that no person shall be deployed on double duty except in the emergent circumstances and with the prior approval of the officer deputed by BFUHS in writing. The Service Provider as well as the persons deployed by him on duty shall be duty bound to carry out the directions/instructions given to him by the Registrar, Medical Superintendent/Officer-in-charge/all building heads or any other officer authorized to do so by the Registrar in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement. No worker shall be deployed at 'BFUHS' on Trial/Training basis. Service Provider shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.
10. **Determination of quality of Services/Activities:** -The decision of BFUHS with regard to determining the quality of Services/Activities done by the Service Provider shall be final and binding upon the Service Provider. The Service Provider shall, therefore, promptly rectify the defects/deficiencies, if any, so pointed out without any extra payment. BFUHS shall also reserves the right to get the Services/Activities so rejected, done/replaced at his own level and at the risk and cost of the Service Provider besides imposing penalty as deemed fit by the Registrar BFUHS Faridkot by giving him a notice of 7 days in writing. The expenditure so incurred on this account shall be recovered from the bills of the Service Provider or any other outstanding dues or by forfeiture of any or all parts of the Security Deposit/Bank Guarantee, as he may think proper.
11. **Supervisory Control:-** The persons so deployed shall be under the overall control and supervision of the Service Provider. The Service Provider shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the BFUHS. Service provider shall deploy adequate supervisory staff as deemed necessary by the service provider, by adding to the number of persons to be deployed by service provider. Any additional expenses incurred on supervisory staff shall be borne by service provider from his administrative charges
12. **Surprise Check:** BFUHS or any other officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required number of person(s) are deployed and that they are performing their duties efficiently and satisfactorily. In case, any person so deployed by the Service Provider does not come up to the mark or performs his/her duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/defect/deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately attend to the same and replace the particular person(s) so deployed. If the Service Provider fails to rectify the defects within 07 days, he shall be issued Show Cause Notice and the Registrar shall be competent to impose penalty as deemed fit and recover the same from his dues/wage bill etc.
13. **Relationship of Persons deployed by Service Provider with BFUHS:-**The persons so deployed by the Service Provider for the execution of this Agreement shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employees between the said persons and the BFUHS, either implicitly or explicitly.
14. **Medical Examination and Verification of Character and Antecedents:-**The Service Provider shall ensure that his employees are medically fit and free from all communicable diseases before

deployment. The character and antecedents of the persons so deployed by the Service Provider shall be got verified from the appropriate authority by the Service Provider at his own level and cost within a period of one month from the date of deployment of each person and the Service provider will submit certificate in this regard. Personnel deployed in hospital and related areas shall have to be vaccinated for Hepatitis B at the cost to be borne by the service provider and such vaccination certificates must be submitted. First dose of Hepatitis B injection must be given within 15 days of deployment. Format for medical examination of the employees is as at annexure 'VIII'.

15. Terms of payment/submission and verification of bills:-

- a. The contractor shall ensure that all the employees get wages not less than of minimum wages as notified by the Labour Commissioner, Punjab. from time to time under Minimum Wages Act, 1948 or increased wages notified from time to time.
- b. The terms of payment/submission and verification of bills/ fees and charges for the services/activities to be rendered by the Service Provider are at **Annexure 'B'** as agreed to between the parties.

16. Discipline and conduct:-

- a. It is the responsibility of the Service Provider to provide the uniforms and other accessories in summer and Winter Seasons within 02 (Two) months from the date of award of contract and also further every year to its employee and expenditure on this account shall be borne by the Service Provider from his administrative charges. The wearing of uniforms by the persons of the Service Provider deployed on duty in the BFUHS shall be compulsory. If any person, while on duty, is found without uniform, penalty shall be charged @ Rs. 50/- per person per day for each lapse and the amount of penalty will be recovered from the monthly bill of the Service Provider. The Registrar, however, may increase the amount of penalty in case(s) of repeated defaults as deemed fit.
- b. The Service Provider shall issue Identity Cards indicating his Trading Style (Insignia) at his own cost, to its persons deployed for rendering the services in BFUHS and may be inspected at any time by the officers so authorized by the Registrar BFUHS. The BFUHS may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Card or not being perfectly dressed in uniform.
- c. In case any of the persons so deployed by the Service Provider does not come upto the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the Registrar or any other officer so authorized by him in this regard and should submit compliance report within 7 days positively, Failing which the Service Provider shall be served upon a Show Cause Notice for imposing penalty as deemed fit by the Registrar.
- d. The Service Provider shall deploy his employees in such a way that they get weekly rest and other holidays/National holidays, as admissible under various Labour Laws as applicable in this regard by keeping the required number of leave reserves so as to ensure smooth functioning of the Services/Activities within the Scope of Work at **Annexure-'A'** and no extra payment shall be made to the reservist(s). The service provider shall display the list of Gazetted Holiday/other National Holiday admissible to its workers in his local office.
- e. The services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of BFUHS. The Service Provider shall frame appropriate procedure for taking immediate action in case of any complaint/defect/ deficiencies as pointed out by the authorities from time to time.
- f. It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and or claim whatsoever against BFUHS and under no circumstances BFUHS be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the BFUHS be liable for any claim(s) whatsoever, of any such person(s)
- g. The Service Provider should ensure that the persons so deployed by him in BFUHS shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in BFUHS from time to time. In case of any deficiency in services by way of not providing persons at designated place or disobedience by the persons so deployed by the Service Provider, the Registrar shall be at liberty to impose a penalty upto Rs. 1000/- for each such lapse after giving him an opportunity of being heard in person. The decision of the Registrar shall be final and binding on the Service Provider. BFUHS shall have further right to adjust, readjust, or deduct the

aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits/Bank Guarantee of the Service Provider.

- h. The Service Provider shall also provides all safety items such as Shoes, Gloves, Masks and any other item as per the requirement of the nature of duties and also as per the Contract Labour Act. at his own cost.

17. **Nature of Agreement**

The parties hereto have considered and agreed to and have a clear understanding on the following aspects.

- a. This Agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between BFUHS and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of BFUHS except to extent and purpose permitted herein.
- b. This Agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of BFUHS. The Service Provider shall be liable to make payment to its said employees towards their statutory dues like Minimum Wages, Employees Provident Fund, Employees Deposit Link Insurance, Employees State Insurance, Bonus, Gratuity, Maternity Benefit Act etc. as applicable under various Labour Laws for smooth execution of the Agreement.
- c. The BFUHS shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Service Provider's employees/agents directly and/ or indirectly, in any manner, whatsoever.

18. **Statutory Compliance(s)**

- a. The Service Provider shall obtain all registration(s)/Permission(s)/License(s) etc. which are/may be required under any labour laws or other legislation(s) for providing the services under this Agreement.
- b. It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. The Service Provider indemnifies and shall always keep BFUHS indemnified against all losses, damages, claims, actions taken against BFUHS by any authority/office in this regard.
- c. The Service Provider undertakes 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, as applicable, for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons as may be required to be paid under such laws. In the event of failure to comply with the statutory compliance as refereed at (a), (b) & (c), the contract is liable to be terminated and the security deposit/Bank Guarantee shall stand forfeited. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.
- d. The Service Provider shall give an undertaking by the 22nd of each month to BFUHS that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as **Annexure 'C'** to this Agreement.

19. **Indemnification**

- a. The Service Provider shall keep the property of BFUHS indemnified through a Fidelity Bond of Rs. 25.00 Lacs (Rupees Twenty five lacs only) security amount issued by a Nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service Provider for the execution of this Agreement. In case any employee of the Service Provider so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/defend the same at his own cost. In case BFUHS is also made a party and is required to contest the case, the entire cost on this account shall be borne by the Service Provider himself and he shall ensure that no financial or other legal liability of any nature comes on BFUHS in this respect.

- b. The Service Provider shall at all times indemnify and keep BFUHS indemnified against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of BFUHS, which may be made under the Workmen's Compensation Act, 1923 or any other Acts, or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the worker or the personnel of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of BFUHS shall be as provided herein before.
- c. The Service Provider shall at all times indemnify and keep BFUHS indemnified against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at BFUHS premises or before and after that.
- d. That, if at any time, during the operation of this Agreement or thereafter, BFUHS is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or Tribunal, to pay any amount whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No. (a), (b) and (c) herein above, the Service Provider shall immediately pay to BFUHS all such amount and costs also and in all such cases/events, the decision of BFUHS shall be final and binding upon the Service Provider. The BFUHS shall be entitled to deduct any such amount as aforesaid, from the Security Deposit/Bank Guarantee and /or from any pending bills of the Service Provider.

20. **Liabilities and Remedies**

- a. In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the BFUHS shall be entitled to procure services from other sources at the risk and cost of Service Provider and he shall be liable to pay forthwith to BFUHS the difference of payments made to such other sources besides damages at double the rates of payment made by BFUHS to other sources within a period of 15 days from the date of service of notice to this effect. In the event of failure of Service provider to deposit damages charges with the BFUHS, Faridkot within the stipulated period of 15 days, the same will be recovered by BFUHS, Faridkot from the pending dues, if any, Bank Guarantee etc. of the Service Provider. In addition, the amount of security deposited shall stand forfeited in full. The service provider shall also be black-listed due to non-performance of the Service Agreement faithfully.
- b. In the event of exigencies arising due to the Death, Infirmary, Insolvency etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the Registrar may think proper in public interest.
 - i. Legal heirs in case of sole proprietor,
 - ii. The next Partners, in the case of Partnership firms,
 - iii. Directors & other persons responsible for managing day to day affairs of company.
 - iv. Otherwise the Registrar shall reserves the right to settle the matter according to the circumstances of the case, as he may think proper.

21. **Losses suffered by Service Provider.** The Service Provider shall not claim from BFUHS any damages, costs, charges, expenses, liabilities etc. arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, commission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.

22. **TERMINATION:** The contract may be terminated in any of the following contingencies: -

- a. On the expiry of the contract period, without any notice.
- b. By giving two month notice in case:-
 - I. the Service Provider consistently provides unsatisfactory services.
 - II. the Service Provider assigns the Services/Activities or any part thereof to any other person for sub-letting the whole or a part of the Services/Activities.
 - III. the Service Provider is declared insolvent by any court of law.
 - IV. the Service Provider is not interested to complete/continue the Services/Activities.

- V. If Service Provider commits breach of any covenant or any clause of this Agreement, BFUHS may send a written notice to Service Provider to rectify such breach within the time limit as specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to pay the losses or damages on account of such breach to BFUHS.
- VI. The BFUHS shall have the right to immediately terminate this Agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.
- VII. The Registrar shall be the Competent Authority for black-listing. In normal circumstances black-listing can be resorted to by the Competent Authority for a period not exceeding five years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or MOU or any agreement or contract as the case may be. Before an order to the effect of Black-listing is passed an opportunity of being heard in person shall be afforded. Secondly the Competent Authority may resort to black-listing for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:-
- Dishonest/fraudulent/sharp practices indulged in by the party concerned.
 - Misappropriation of Government moneys.
 - Advancing a claim on the basis of forged documents.
 - Sale or supply of spurious or adulterated or prohibited drugs, food stuffs or any such item involving the public health and public safety.
 - Material concealment/suppression of facts or gross misrepresentation of facts.
 - Conviction for an offence involving corruption or any other serious act or conduct etc.
 - Any other case or situation involving National security.
- VIII. **Note:** In the event of termination of this Service Contract, as explained in Para 22 (B) (i) to (vii) above, the BFUHS shall be at liberty to procure services from alternative sources at the risk and cost of the Service Provider and he shall liable to pay forthwith to BFUHS the difference of payments made to such other alternative sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the Service Provider does not deposit the damages charges with BFUHS within the stipulated period of 15 days, the same will be recovered from his pending dues, if any, Bank Guarantee etc. In addition, the amount of Security Deposit in full shall stand forfeited. The Service Provider shall be black-listed due to non performance of the Service Agreement. Provided that during the notice period for termination of contract, the Service Provider shall continue to provide the services / activities smoothly as before till the expiry of notice period.
23. **Removal of personnel on termination of Service:-** It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the BFUHS and he should immediately handover the vacant possession of his Camp Office, provided if any, located in BFUHS to the authorized officer under his proper receipt.
24. **Composition and address of service provider**
- The Service Provider shall furnish to BFUHS all the relevant papers regarding its constitution, names and addresses of the Management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
 - The Service Provider shall always inform the BFUHS in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his Service Contract with BFUHS.
25. **Service of notices**
Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address(es) or such other address(es) as may be intimated from time to time in writing.

09 OCT 2013

Complete Address of 'BFUHS'

Complete address of the Service Provider

Registrar,
Baba Farid University of Health Sciences
Faridkot-151203

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26. **Confidentiality:** It is understood between the parties hereto that during the course of this Service Agreement, the Service Provider may have access to confidential information of BFUHS and he undertakes that he shall not, without BFUHS prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.
27. **Entire Agreement:** This Agreement represents the entire agreement between, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.
28. **Amendment/Modification:** The parties can amend this Service Agreement or any part thereof at any time. However, such amendment shall be effective only in writing and signed by the authorized representatives of both parties hereto.
29. **Severability**
If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible under Law so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
30. **Captions**
The various captions used in this Agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.
31. **WAIVER**
At any time any indulgence or concession granted by BFUHS shall not alter or invalidate this Agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of BFUHS to enforce at any time, any of the provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of BFUHS to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.
32. **DISPUTE RESOLUTION**
This Agreement shall be deemed to have been made/ executed at FARIDKOT for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. **If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator i.e. the worthy Vice Chancellor and parties have no objection in case the matter be decided by worthy Vice Chancellor** in official capacity .The award given by the Arbitrator shall be final and binding upon both the parties. The venue of the Arbitrator shall be the office of the Vice Chancellor, BFUHS, Faridkot. (Note: The Arbitration proceedings will be the regulated as per provision of the 'The Arbitration & Conciliation Act, 1996 & rules framed there under as amended from time to time)
33. **Force Majeure**
a. Any failure of omission or commission to carry out the provision of this Agreement by the Service Provider shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/ or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declare or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two week from the date of occurrence of such an event which could be attributed to Force majeure conditions.
b. The Service provider shall be liable to transfer/deploy their persons to any other Block/Unit of this Institute for providing the similar type of service on their existing terms & conditions

of their service agreement, as and when desired by the Registrar, BFUHS on Administrative Grounds.

- c. All the Service Providers shall have to co-operate with each other/their counter parts in other module of this Institute for providing the similar type of service to deal collectively with any natural calamity, untowards incidences disaster, Law and Order problem etc. as and when such situation so warrants during their contract period without any additional cost to this institute.

34. **Governing Law/Jurisdiction:** The applicable law governing this Service Agreement shall be the law of India. The courts of Faridkot shall have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement. It is specifically agreed that no court outside and other than at Faridkot court shall have jurisdiction in the matter.

35. **Two counterparts**

This Agreement is made in duplicate. The Service Provider shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of services/activities on the basis of letter of intents, it shall be taken that terms are acceptable to the Service Provider. This Agreement should be got registered by the Service Provider with the Sub Registrar, Faridkot on the stamp paper of appropriate value at his own cost.

36. **List of Annexure**

ANNEXURE 'A' - Scope of Work/ Activities.

ANNEXURE 'B' - Terms of payment.

ANNEXURE 'C' - Undertaking regarding compliance of statutory obligations.

ANNEXURE 'D' - Affidavit regarding Non-Black Listing/Non-Prosecution.

In witness whereof the 'BFUHS' and the service provider above said hereunto subscriber their hands on the day month and year first mentioned above in the presence of the following witnesses: -

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of
Registrar, BFUHS,
Faridkot

SIGNED SEALED AND DELIVERED

WITNESSES

1. Signature _____
Name _____
Address _____
Date _____

Signature _____
Name _____
Address _____
Date _____

2. Signature _____
Name _____
Address _____
Date _____

For and on behalf of the
Service Provider

Signature

Signature

Tender for award of contract for outsourcing of housekeeping & sanitation services.**SCOPE OF WORK****REPAIR AND MAINTENANCE**

1. **Repair and maintenance:** One time repair of all general/ public/ common toilets including but not limited to replacement of seats, cistern, urinals, taps plumbing fittings, exhaust fans, lightings, fluorescent, doors, windows, panes, tiles (if previous installed), window mesh, sewerage system up to the first manhole. Tenderers should visit the below mentioned areas to inspect the current states of the public/ general/ common toilets before quoting. Service provider should quote for one time repair of the above, this amount shall be considered while deciding L1 and this amount shall be reimbursed to the service provider in over the next 12th month after the competition of above work. Work must be completed within 30 days of the start of services.
 - A. Such repairs shall apply only for GGS medical college hospital at Faridkot
 - B. General/ public/ common toilets shall mean any and all toilets which are available and accessible for use by patients and general public (except those attached to rooms of staff and hospital employees which are not available for use by patients and or general public).
 - C. A penalty of Rs. 1000/ per day will be imposed to the Service Provider in case of negligence/carelessness in duty/work assigned to the employee of the service provider and even if the assigned work is not completed within the time (delay in assigned work) and the amount will be recovered from the administrative charges bill of the Service Provider.
 - D. In the event of termination of service contract as explained in Para 22 of service agreement, BFUHS shall not be liable and shall not pay for the balance of charges incurred by service provider on one time repair and maintenance as specified above
2. **Regular repairs and replacement:** Further repairs/ replacements/ maintenance of the general/ public/ common toilets as described above at Para 1, shall be the responsibility of the service provider. Charges for this must be included in the administrative charges to be quoted by the Tenderer. Such repairs shall be so as to ensure 24*7 working/ usability of seats, cisterns, urinals, taps plumbing fittings, exhaust fans, lightings, fluorescent, doors, windows, wall and floor tiles (if previously installed), panes, window mesh. Note: This shall apply for GGS medical college hospital at Faridkot only. All the minor repairs must be completed within 24 hours of being reported and observed. All major repairs/replacements at hospital shall have to be completed in 48 hours of being reported and observed. A penalty of Rs. 500/ per day will be imposed to the Service Provider in case delay if repairs/replacement as described above and the amount will be recovered from the administrative charges bill of the Service Provider.
3. **Patency of the sewerage/ drain of toilets and washrooms:** Patency of the sewerage system of toilets and washrooms shall have to be maintained up to the first manhole in all the buildings and for all the toilets and washrooms cleaned by the service provider and covered under the scope of work under this Tender. It should be ensured that there is no blockage for more than 24 hours. A penalty of Rs. 500/ per day will be imposed to the Service Provider in case of delay in attending to above and the amount will be recovered from the administrative charges bill of the Service Provider.

House Keeping and Sanitation services:

4. **House Keeping and Sanitation services :** The work involves providing 'House Keeping and Sanitation 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**

- a. Baba Farid University of Health Sciences, Faridkot
- b. GGS medical college Hospital including Mortuary, Laundry
- c. University College of Nursing
- d. University College of Nursing hostel
- e. Boys hostel
- f. PG Hostel
- g. Girls hostels
- h. University Institute of PSR
- i. Guest house complex
- j. Official residence of Vice Chancellor, BFUHS
- k. Only external areas (to include roads, grounds and lawns) of:
 1. GGS medical college building, Academic block, De-addiction centre, TB& Chest, laundry.

2. University College of physiotherapy, Ayurvedic centre, Audiology and speech block, physiotherapy OPD, engineering offices, Planning and estate offices, University Institute of Pharmaceutical Sciences and Research.

ii. Badal:

- a. Civil Hospital, Badal:
- b. State Institute of Nursing and Paramedical Sciences, Badal including hostels

iii. Goindwal

- a. Institute of Nursing, University's Regional Centre, Shri Goindwal Sahib, Tarn Taran including hostels

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

- A. Service provider shall provide round the clock sanitation services to the 'BFUHS'
- B. Service provider shall ensure cleaning of every area including all the furniture, furnishings, pillars, tiles, grills, windows, window panes, glass panes, window glazes, window mesh, air conditioners, sign boards, notice boards, fire fighting equipments, CCTV, public address system, wheel chairs, trolleys, cobwebs, doors etc.
- C. Service provider shall ensure that hospital is clean by 8:00 a.m. in the morning daily (including on holidays, Sundays & Gazetted holidays; and would ensure cleanliness throughout the day)
- D. Toilets, washrooms shall be cleaned thrice a day and also as and when required.
- E. All toilets and hospital areas should be cleaned with broom, wet mop and liquid soap/ detergents thrice a day i.e. once every 8 hours and also as and when required.
- F. Public/ common/ general toilets may require more frequent cleaning especially during morning hours.
- G. Service provider shall ensure cleaning of the urine pots, bed pans, sputum pots or other equipments as and when required.
- H. Service provider shall ensure waste disposal of all the specified areas by posting sanitary attendants. It is the responsibility of the sanitary attendant to ensure proper and safe collection and transport of biomedical waste disposal as per BMW management rules, 1998 and as mentioned from time to time during the course of action of contract to the central collection point specified by the institute.
- I. Service provider would be responsible for providing cleaning materials as mentioned below at 'Para 6' of the approved quality. Mechanized equipments as mentioned below at 'Para 7' would be procured, used and maintained by the service provider.
- J. Service provider shall ensure reporting of any nonfunctional water seal traps, bottle traps, washbasins/ sinks, urine pots/ urobags/ waste pipes or other sanitary fittings so that the same can be rectified by 'BFUHS' if not covered under the scope of the service provider. (Refer Para 2 as above).
- K. All parking areas and roads will be cleaned with broom once daily and also as and when required.
- L. Grounds not currently maintained as lawns will be cleaned for garbage by handpicking or broom once daily and also as and when required.
- M. Roof tops of all building covered under the scope will be cleaned with broom once fortnightly and also as and when required.
- N. Prior approval of the material for sanitation of the hospital should be done.
- O. Service provider will also supply plastic buckets, mugs, mops and other items wherever required of appropriate capacity.
- P. Service provider will also supply plastic buckets and mugs for use by public and patients during bathing and defecation and other items wherever required of appropriate capacity and in appropriate quantity.
- Q. Service provider will take steps to ensure theft of materials supplied/ provided by service provider.
- R. Wet mopping and vacuum cleaning will be done for cleaning within the hospital.
- S. Floor scrubbing as per the roster provided by the authorities of 'BFUHS' shall be done by floor scrubbers cum wet driers.
- T. **Qualifications and Age:** The Service provider is supposed to deploy the Safaikaramcharis in the age group of 18-35 years and they should possess the minimum qualification of Middle Standard and such other additional qualifications and experience as may be required for the said post as per the recruitment rules, notified by the Punjab Administration. He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.
- U. Housekeeping and sanitation services are required and have to be provided according to the working schedule of a particular area/building/office/ward. In general university and other offices work for 5 days a week (single shift), teaching area/departments work 6 days a week (single shift),

part of hospital works (in single shift) 6 days a week (Main operation theatre, dialysis, daycare, OPD and others) and rest of the hospital works round the clock, 7 days a week. Thus deployment has to be done according to the working schedule of that area/office/department/ward

6. Area/ building specific duties (in addition to general duties as above) of the service provider:

A. Hostels: Students, interns and doctors staying in hostels may have rotational duties and thus cleaning of their rooms and areas under their lock and key will be done at the time convenient to such students, interns and doctors

B. High risk areas like Operation Theaters :

- i. Brooms shall not be used
- ii. Feather brushes to be used for dry mopping
- iii. Washing of the floors - thrice daily
- iv. Wet scrubbing (using electrically operated mechanical scrubbers) of floors once daily and as and when required
- v. Carbolisation of beds, patient trolley's daily (material for carbolisation shall be provided by 'BFUHS')
- vi. Wet Mopping of the wall once daily
- vii. OT Slippers to be washed daily

C. High risk areas like ICU and emergency:

- i. Brooms shall not be used
- ii. Feather brushes to be used for dry mopping
- iii. Wet mopping of the floor: twice every shift.
- iv. Washing of the floors - once daily
- v. Wet scrubbing (using electrically operated mechanical scrubbers) of floors once daily
- vi. Carbolisation of beds after discharge of each patient and patient trolley's daily (material for carbolisation shall be provided by 'BFUHS')

D. In patient areas/ wards:

- i. Brooms shall not be used for dry mopping near patient beds
- ii. Wet mopping thrice daily
- iii. Washing of the floors once daily
- iv. Wet scrubbing (using electrically operated mechanical scrubbers) of floors once weekly
- v. Carbolisation of beds after discharge of each patient and patient trolley's daily (material for carbolisation shall be provided by 'BFUHS')

7. Indicative Material required for sanitation (additional material as per specific requirements mentioned in the scope even if not specifically mentioned below): The Service provider is responsible for providing necessary cleaning materials such as soap/ detergents/ deodorants/ mops, dusters, room equipments, vacuum cleaners, soft brushes and other such materials as may be required. The materials and equipments should be of superior quality and to the satisfaction of the official duly authorized by the institution for the purpose. 'BFUHS' will not provide any material. The material to be used must be of good quality (to be procured ISO/ ISI certified companies/ ISI certified material). The brand and specification of the material to be used may be finalized in the pre-bid meeting. The right to accept the material to be used will be approved by the committee designated by the BFUHS from time to time. The committee will carry out inspection of the store and the material distributed at regular interval and randomly.

- A. Brooms (hard and soft), Mops, scrubbing pads, wipers, dusters, feather brushes, stain removers.
- B. Cleaning material must be ISI approved and marked.
- C. Disinfectants with deodorant (concentrated) ISI mark (Reputed brand)
- D. Plastic buckets capacity 18 liters with mug 1 liter capacity (Cello/ Poly Set)
- E. Naphthalene Balls (Reputed Brand)
- F. Sodium Hypochloride 1%.
- G. Cello/ Plastic Bucket (colour coded) as per direction of the institute.
- H. Plastic dustbin/ buckets (cello make) for collection of general waste in each area.
- I. Existing dustbins and buckets for biomedical waste shall be handed over to the service provider at the start of the contract and further replacement of the broken buckets/ dustbins (cello make) shall have to be done by service provider and in sufficient numbers for the convenience of the medical staff.
- J. Bags for collection and transport of general waste (material as per prevailing laws) shall be provided by the service provider.
- K. Bags for biomedical waste collection and transport shall be provided by 'BFUHS'.
- L. Toilet soap and detergents (ISI approved and marked)

- M. Toilet, sanitary ware, ceramic tiles cleaning liquids (ISI approved and marked) and toilet brushes.
- N. Protective gear i.e. Gloves, masks, shoes, caps etc for use by employee of service provider and as and where required for the safety of the employees of the service provider.

8. Equipment

- A. Dry vacuum cleaners atleast one for each building.
- B. Floor scrubber cum wet drier (Walk behind Type) atleast one for each building.
- C. Wet Jet Washers
- D. Cob Webbers
- E. Glass cleaner Roller
- F. Aluminum Ladders for cleaning purpose atleast one for each building.
- G. Wheel barrows
- H. Any other equipment as and when required
- Any other provision as advised by the institute is to be part of this agreement. The same shall be binding on the Service Provider.

9. Evaluation criteria for checking sanitation: area/ building wise designated officials appointed by 'BFUHS' Principal would check cleanliness periodically. Following criteria would be used to check the level of cleanliness round the clock.

- A. There should not be any dust/ cobwebs/ stains of any kind at any areas-floors/ stairs/ pillars/ electrical fittings/ fans/ coolers/ beds/ trolleys/ wheel chairs/ furniture or fixtures or any other areas in the hospital.
- B. Toilets should be clean and dry.
- C. There should not be any foul smell from anywhere at any point of time.
- D. There should not be any blockage of the drains as specified specifically elsewhere in this Tender (except due engineering faults). There should not be any type of stagnation of water in any area.
- E. Any solid waste like bottles, plastics, cotton, napkins etc. should not be found in any drains.
- F. Solid waste like bottles, plastics, cotton, napkins, paper, cardboards etc. should not be found collected in any areas except in the specified dustbins.
- G. All patient trolleys and wheel chairs should be clean.
- H. Waste bin should not be filled more than $\frac{3}{4}$ of their capacity. There should not be any spillage at the point of collection and during transportation.

10. Helpline: service provider shall communicate and maintain a 24*7 helpline number for reporting of cleaning requirements by any of the staff members. Service provider on receiving the calls should immediately get the required are cleaned/ sanitized.

Table 1: General Cleaning requirements and key performance indicators in addition to specific requirements as specified separately

S. No	Sanitation & Housekeeping Service	Frequency (Turn Around Time)	Key Performance Indicators
1	General Cleaning of the floors , including but not limited to visitor areas, Patient areas-wards, ICU, daycare, OTs, Labs, record office, Pharmacy, Consulting rooms, Blood Bank, Finance, Stores, Service areas, staircases, lifts, rooftop, wash rooms, operation theaters, office areas, class rooms, auditoriums, meeting rooms & waiting areas and all above said areas.	As mentioned in the scope and as per need in addition	No litter, no surface stains. No dust, no Odour. Inspection reports/ log books, feedback and other documentations as may be deemed fit by the institute.
2	Cleaning of ward by mopping the floors and ensure all the sanitation & housekeeping equipments are kept clean.	Thrice daily (once per shift) & as & when required	No litter, No surface stains. No dust, No odour. Housekeeping checklist, activity logs, inspection & Feedback
3	Washing of toilets including the floor, walls , closets, urinal, commodes, wash basins, fixtures & fittings etc and carry out chemical wash of toilets and maintain them in hygienic and odorless condition	Hourly cleaning in OPD one sanitary Attendant will be stationed inside toilets & washrooms for continuous cleaning	No litter, No surface stains. No dust, No Odour. Housekeeping checklist activity logs, inspection & Feedback. No litter, No surface stains. No dust, No odour. Housekeeping Checklist, activity logs, inspection & Feedback

		Frequency : as & when required	
4	All doors and window glasses are cleaned daily and as and when required.	Once daily and as and when needed	No litter, No surface stains No dust checklist, activity logs & Feedback
5	Clean the window grills and meshes	once daily	No litter, No surface stains. No dust, No odour. Housekeeping checklist, activity logs, inspection & Feedback
6	Damp dusting of Chairs, Tables, workstations & Stretchers in all patient and office areas.	Once daily in office areas and once in each morning and evening shift in other areas.	No litter, no surface stains, no dust, no odour, checklist, activity logs & Feedback inspection report.
7	Damp dusting the telephones, fax machines, photocopiers, computers and other office automation equipments.	Once daily and as and when needed	No litter, No surface stains. No dust. Checklist, activity logs & Feedback.
8	Cleaning of the departmental pantry	Thrice daily & as and when required	No litter, No surface stains. No dust, No odour. Housekeeping checklist, activity logs, inspection & Feedback
9	Clearing and Cleaning of Dustbins. Transportation waste material to specific site	Thrice daily as and when needed	No litter, no surface stains, no dust, no odour. Checklist, activity logs & Feedback
10	Bed pan/ urine bottles/ spittoons shifting to sluice rooms and cleaning	As and when required	No litter, No surface stains. No dust, No odour. Housekeeping checklist, activity logs, inspection & Feedback
11	Removal of unwanted materials collected from all floors to the main garbage collection area including bio-medical waste.	Thrice daily (once per shift) & as & When required	No litter, No surface stains. No dust, No odour. Housekeeping checklist, activity logs, inspection & Feedback
12	Supply of sanitation & housekeeping consumables e.g. toilet papers, disinfectants, cleaning chemicals, plastic mugs etc.	Twice daily	Daily reporting
13	Clean the Corridors, lobbies, staircase, lift and ensure the area is mopped and railing cleaned	Thrice daily & as and when required	No litter, No surface stains. No dust, No odour. Housekeeping checklist, activity logs, inspection & Feedback
14	Service to patient rooms	Thrice daily & as and when required	No litter, No surface stains. No dust, No odour. Housekeeping checklist, activity logs, inspection & Feedback
15	Passages, Common areas and lift lobbies etc.	Thrice in each shift	No litter. No surface Stains. No dust, No odour. Checklist, activity logs & Feedback
16	Checking and replacement of the toilet soap, naphthalene balls & urinal cakes	Thrice daily (once per shift) & as & when required	No litter, No surface stains. No dust, No odour. Housekeeping checklist, activity logs, inspection & Feedback
17	Repair/ replacement of leaking drains, leaking taps, pipes, waste paper, jets, seal traps, bottle traps, jails etc.	Once daily and as and when required in office areas	Checklist, inspection and feedback
18	Wash the drinking water areas with soap and scrubber	Thrice daily & as and when required	No stains No dust, NO odour, Inspection and feedback
19	Repair/ replacement of leaking drains, leaking taps, pipes, waste paper, jets, seal traps, bottle traps, jails etc. in patient care areas	Thrice daily and as and when needed in hospital areas	No litter, No surface stains. No dust, No Odour Checklist, activity logs & Feedback

Table 2: Mechanized House Keeping Services (Up-Keeping) in addition to specific requirements as specified separately

Sr. No	Scope of Work	Equipment Required	Frequency
01	Corridor cleaning	Dust Controller	Daily, every two hours
02	Office Cleaning	Vacuum Cleaner	Daily, once
03	Class room cleaning		Daily Once
04	Floor Scrubbing and drying	Compact scrubber and dryer	Daily Once
05	Floor sweeping	Vacuum Cleaner	Daily, Once
06	Tiled area scrubbing and cleaning	Single disk scrubber	Once in a week
07	Corridor scrubbing	Scrubber dyer	Daily, Once
08	Buffing and polishing of marble/ granite/ tile flooring of the office area	Single disk scrubber and w/ d vacuum cleaner	Once in a quarter
09	Door Glass cleaning	Glass cleaning kit	Daily, Once
10	Dusting	Vacuum cleaner	Daily Once
11	Side wall and partition Cleaning	Vacuum cleaner	Daily, Once
12	Door cleaning	Glass cleaning kit	Daily, Once
13	Sidewall (above man height)	Cleaning kit	Fortnightly
14	AC Dust Vacuuming (from outside)	Vacuum cleaner	Once in a month
15	Ceiling for common areas/ cabins	Vacuum cleaner	Once in a month
16	Tube Lights	Vacuum cleaner	Once in a month
17	Buffing and polishing of marble flooring at lift lobby area	Single disk scrubber and Wet and Dry Vacuum Cleaner	Once in a month
18	Computer/ peripherals vacuuming	Vacuum cleaner	Once in a week
19	Electrical switches and fittings	Vacuum cleaner	Once in a fortnight
20	Blinds vacuuming	Vacuum cleaner	Once in a week
21	Waste disposal	Vacuum cleaner	Once in a week
22	Air freshener	Manual	Daily, every 4 hours
23	Sterilized vacuuming	Steam Vacuum Cleaner	Weekly
24	Roof cleaning, removal of tree leaves from rain water spouts, removal of vegetative growth from building surfaces	Manual	Weekly or when required.
25	Window glass cleaning (from inside)	Glass cleaning kits	Once in a week
26	Tube Light, Fan, Exhaust fan cleaning	Dry Wiping- Vacuum Cleaner	Fortnightly
27	curtains	Vacuum cleaner	Weekly

Table 3: Outside area cleaning Service requirements:

Sr. No	Scope of Work	Equipment Required	Frequency
01	Road sweeping	Manual flipper/ yard brooms	Daily, Once
02	Road Washing	High pressure Jet	Weekly, as and when required
03	Leaves picking	Dust pan	Continuous
04	Parking area cleaning	Manual	Daily, Once
05	Foot Paths	Manual	Daily, Once
06	Foot Path Washing	High Pressure Jet	As and when required.
07	Railing Cleaning	Manual	Daily
08	Garbage/ waste disposal	Manual	Daily
09	Cleaning of sewer lines, storm drain water etc.	Manual and High pressure jet	As and when required.

Table 3: Toilets and Public Area Washrooms cleaning in addition to specific requirements as specified separately

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Sr. No	Scope of Work	Equipment Required	Frequency
01	Floor scrubbing	Single disk machine and W/d Vacuum Cleaner	Daily, twice
02	Floor Cleaning	Wet Moping	Every two Hours
03	Urinal cleaning	High pressure Jet	Every two Hours
04	Commode cleaning	High pressure Jet	Daily, twice
05	Wash basin cleaning	High pressure Jet	Hourly basis and as and when required
06	Garbage Removal	As per guidelines	Thrice a day/ when bags are 3/ 4 th full.
07	Glass cleaning	Glass cleaning kit	Daily once
08	Side wall and partitions cleaning upto the height of a man	High pressure jet	Daily, once
09	Door Cleaning	Wet wiping	Twice in a day
10	Window glass cleaning	Glass cleaning kit	Daily, Once
11	Tube Light, Fan, Exhaust Fan Cleaning	Dry Wiping- vacuum Cleaner	Fortnightly
12	Sidewall (above man height and roof cleaning)	Wet wiping	Fortnightly
13	Waste Disposal	Manual	Daily, as and when required.
14	Air Freshener	Manual/ Automatic	Every four hours
15	Sterilized vacuuming	Steam vacuum cleaner	Twice in a week.
16	Cleaning of taps, sewer lines, rain water pipes etc.	Manual/ High pressure jet	As and when required.

TERMS OF PAYMENT

1. 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. 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.
2. 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.
3. **Raising of Bills and Payment thereof**
The Service Provider shall have to produce the Register of Wages or the Register of Wages-cum-Muster Rolls of the preceding month along with the bill to be submitted to the designated Branch of BFUHS for verification and pre-audit. Since, it is a time consuming process, therefore, the Service Provider shall ensure that payment to his employees is made by him from his own resources by 7th of the month without waiting for the payment of his Wage bills from BFUHS. Disbursements of the payment shall be subject to verification by the designated branch of BFUHS.
4. **Format for Raising of Bill: -**

The Service Provider shall submit bill for the services/activities rendered as per details/table given below: -

- a) Name of the Services/Activities _____
- b) Name & address of the Service Provider _____
- c) Award of Service Contract No. & Date _____
- d) Date of commencement of the Services/Activities _____
- e) Period of Services Contract _____
- f) Administrative Charges (in percentage) of Service Contract per month _____
- g) Wage bill for the month of _____
- h) Bill No. _____ & Date _____, indicating the following breakup :-

Sr. No.	1. Name of worker on regular duty.	Empl. Code No	EPF NO	ESI NO	Salary Bank Account no	@ Basic Wages (Not less than the Minimum Wages)	Man - days	Wage s (w.r.t. Man-days)	Employee's share			Carry Home Salary	Employer's share		
									EPF 12% of Basic Wage	ESI 1.75% of Basic Wage			EPF 12% Of Basic Wage	EDLI 1.61% of Basic Wage	ESI 4.75% of Basic Wage/Workmen Compensation Insurance Policy premium
1.	2.	3.	4.	5.	5a	6.	7.	8.	9.	10.	11.	12.	13.	14.	

5. **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, but after pre audit 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) of BFUHS.
- d. Deduction Schedule showing the individual details of deductions of EPF/ESI (Workmen Compensation Insurance Policy)/EDLI /Income Tax/Service Tax etc. to be tallied with the wage bill.
- e. Details of direct account to account salary transfer to the concerned persons deployed to be submitted to the designated branch of BFUHS for verification before reimbursement by university.
- f. The Service Provider shall certify on the bill that the monthly wage bill for the services of all the categories of persons deployed by him in BFUHS is complete and no person has been left out and no supplementary bill shall be submitted thereafter.
- 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. A attested copy (by bank manager) of direct account to account salary transfer and self attested copy in support of having deposited the amount of EPF, EDLI, ESI/Workmen Compensation Insurance Policy (as applicable), Service Tax etc. with concerned Department shall invariably be submitted to the designated branch of BFUHS.
- i. The Administrative/Service Charges in %age (percentage) shall include bonus as per clause No. 12 Payment of Bonus Act 1965, under the head Calculation of Bonus with respect to certain employees

6. **Payment of Wages:-**

- a. The Service Provider shall open a bank account in the Bank branch located in the Baba Farid University of Health Sciences, Faridkot campus and he shall make the payment of wages to the persons so deployed by him through the same Bank. Service provider shall get individual zero balance salary/saving accounts of its employees in the same Bank branch for the purpose of disbursement of salary through electronic transaction/ transmission. The Service Provider shall furnish details of disbursement of salary to the designated branch of BFUHS along with the copy of PF challans. He shall maintain Attendance Registers, individual's ledger/wage book, wage slip, terms of employment.
 - b. He shall be required to submit a copy of Challans/ abstract/ statement of amount deposited indicating the particulars such as name, father's name, employee code no., address of each person(s) so deployed, on account of the statutory compliance month, failing which the payment of administrative/ service charges (Profit) of the following month shall be withheld. The payment shall be released to him towards his administrative/service charges (Profit) after deductions of Income Tax or any other Govt. dues, after the submission of self attested copies of Recovery Schedules and other statements on the prescribed formats for all persons, copy of Bank Challans(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the due date i.e. 22nd of the month failing which the whole responsibility for any delay in the reimbursement of wage Bill of the Service Provider shall rest with him and not with BFUHS. Further, he shall arrange the disbursement of wages to the persons so deployed by him in BFUHS for duty through crossed cheque except in cases of utmost urgency and in the presence of the authorized official/officer(s) of BFUHS. The Service Provider shall ensure that the cheques issued by him should not be dishonored under any circumstances. The responsibility for issuance of Annual statements of EPF deposits and ESI cards and wage slips to the persons deployed solely lies with the Service Provider.
7. The Service Provider after disbursing the payment of wages to all the persons deployed by him during the month for the execution of this Agreement by 7th of every following month, shall submit his monthly wage bill for reimbursement by the 2nd of month on the basis of original attendance-cum-work performance report and muster rolls duly verified by the concerned officer so authorized for the purpose, as under: -
- a. The Attendance-cum-work performance report of the staff deployed for duties in various Wards OT's and Other Units of BFUHS areas shall be signed /verified by the Sister In charge and countersigned by the Nursing Superintendent or any other designated officer so designated/assigned by BFUHS.
 - b. The Attendance-cum-work performance report of the staff deployed for duties in various OPD and other Departments of the College/Hospital/hostels, offices, university shall be signed/ verified by the Branch In charge /Officer concerned duly countersigned by the HOD concerned.
 - c. The payment shall be made to the Service Provider in due course of time after pre-audit of the bill.

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8. ACCOUNTS AND RECORDS

- a. The Service Provider shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the BFUHS.
- b. The Service Provider shall be required to produce all the original record such as Attendance-cum-Performance Report, Relievers List, Muster Rolls, Ledger etc. to the Internal Audit Cell working under the control of Finance & Accounts in BFUHS, Faridkot for the pre-audit of monthly Wage Bills from time to time.
- c. The Service Provider shall forthwith upon being required by the BFUHS, allow BFUHS of any of it's authorizes representatives to inspect, audit or take copies of any records maintained by the Service Provider. The service Provider shall also cooperate in good faith with the BFUHS to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the BFUHS. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the BFUHS for such discrepancies or overcharge.
- d. The Service Provider shall have to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed there under from time to time, for carrying out the provisions of this Agreement. He shall further observe and comply with all Government laws concerning employment of persons deployed by him and shall alone be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed there under for the category of persons employed by him from time to time or by the Central or State Government and/or any authority constituted by or under any law shall duly pay all sums of 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 bank certified 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.
- i. Service provider shall provide ESI/PF no./ Workmen Compensation Insurance Policy no of each every person employed by service provider before claiming for reimbursement of ESI/PF component of bill
- j. Verified statement of ESI/PF must be provided to claim bills. Representative of Service provider shall have to visit designated branch and generate online statement of ESI/PF account on one of the BFUHS computers in the presence of the designated officer of the BFUHS, so that verification of ESI/EPF claim of the bills can be done. Respective verified Cheque/Demand Draft debit entry of the bank account statement will have to be provided.
- k. In case of no applicability of ESI, verified Workmen Compensation Insurance Policy premium paid (employee wise) verified by insurance companies branch (if applicable)
- l. BFUHS shall install Biometric attendance system at the buildings covered in the Scope of the contract. Service provider agrees that bills paid shall only be in respect of Biometric record of attendance. By applying to the Tender, service provider agrees to the above.
- m. BFUHS may at its direction get the biometric attendance of the service provider employees verified from UIDAI.

ANNEXURE-'C'

UNDERTAKING:-

I/We (Name) _____ Service Provider/ Partner/ Sole Proprietor
(strike out which is not applicable) of (Firm) _____ do hereby solemnly affirm, declare and undertake that:-

- a. I undertake to furnish a valid Labour License in the relevant trade/field not less than the numbers of persons as mentioned in the scope of work at Annexure-A for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate (s) have been furnished along with the Tenders (s).
- b. In case, I do not possess the valid Labour License issued by the Punjab Administration in the relevant trade/field for which the Tender (s) have been furnished, I will submit an undertaking in the shape of an Affidavit to the effect that the required Labour License will be obtained from the Punjab Administration, if succeeded, in getting the service contract and furnish the same to this Institute within 7 days from the date of issue of letter of Intent, failing which the Tender shall be rejected and Earnest Money be forfeited.
- c. I undertake that I shall obtain all Registration(s)/Permission(s)/License(s) etc. which are/may be required under any Labour Law or other Legislation(s) for providing the services under this Agreement.
- d. It is my responsibility to ensure compliance of all the Central and State Government rules and Regulations with regard to the provisions of the services under this Agreement. I indemnify and shall always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/office in this regard.
- e. I undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, for carrying out the purpose of this Agreement. I shall further observe and comply with all Government laws concerning employment of staff employed by me and shall alone be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to my/our employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Chandigarh Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed there under for the category of persons employed by me 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 I am fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.
- f. (f) I shall give an undertaking by the 22nd of each month in favour of the Department that I have complied with all the statutory obligations.





(SIGNATURE)

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ANNEXURE - 'D'

AFFIDAVIT

I/We (Name) _____ Service Provider/ Partner/Sole Proprietor (strike out which is not applicable) of (Firm) _____ do hereby solemnly affirm and declare that the individual/ firm/ companies are not black listed/prosecuted by any Central/State Governments/ Union Territories / Departments/Offices/ Statutory Bodies / Autonomous Organizations / Research Institutions/any court of law or any partner or share holder thereof not directly or indirectly connected with or has any subsisting interest in business of my/our firm.

DEPONENT

Place _____
Date _____

Address _____

VERIFICATION

Verified that the contents of above affidavit are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

DEPONENT

Place _____
Date _____

(Note: To be furnished on non-judicial stamp paper of Rs. 15/- duly attested by the Executive Magistrate)



Undertaking – years of Experience

Tender No. _____ Due for opening on : _____

Name of the service provider _____

I/We M/s _____ hereby declare that:

1. Our firm/agency has been in business for a period of at least 3 year in providing manpower on outsourcing basis or sanitation & Housekeeping services for which the relevant supporting documents are submitted.

2. The list of client served by our agency in the last 3 year is given below.

S. No.	Govt / Private / Hospital / Commercial establishments used by public	No. of employees provided	Duration of contract	Contact detail of the govt. private Hospital/Commercial establishments (Contact person address and telephone number)

3. Under the contract we will be able to arrange for the required manpower, material, machine and other resources for the establishment of service as per the Tender term within 15 days of award of Tender (A/T) Letter of intent (LOI).

4. We declare that we have necessary infrastructure/tie up for the maintenance of the equipment being used and enough manpower to cater to any additional need of client at short notice (any increase in required manpower), if any such need arises during the tenure of the contact.





Authorized Signatory

Annexure VII

AFFIDAVIT.

I/We.....Son ofthe
Proprietor/Partner (s)/Director (s) of M/s with registered office at
..... solemnly affirm and state on oath
that :

1. I/We.....nominate Shri/Smt.....Son/Daughter of to apply for tender for housekeeping and sanitation services , with Baba Farid University of Health Sciences, Faridkot and authorize him/her to sign all the documents and to do all the things for and on behalf of m/s A General Power Attorney along with Resolution Board of Directors have also been given to him/her to enable him/her to apply for tender for housekeeping and sanitation services with Baba Farid University of Health Sciences, Faridkot .
2. We undertake to state that our firm will be solely responsible for all the acts of shall be as if done by us/me/firm being done by On behalf of m/s

The information & undertaking given above is true to the best of my/our knowledge.

Place :

Signature (s) of Deponent (s)

Date :

Seal of the firm/Company)

Verification

I/We, above-named deponent/deponents hereby verify that the contents of my/our above deposition are true to the best of my/our knowledge and nothing has been concealed there from.

Verified at.....this.....day of.....





Deponents (s)

Annexure VIII

Medical Examination Report

(Paste attested photograph)

Daed:

Name:

S/d/o

Age/Gender

Mr/Ms was examined by me on and based upon the physical examination and other investigations done, who is proposed to be employed as safai sewak, it is certified that

1. he/she does no suffer from color blindness and is not suffering from any communicable disease
2. requires following health accommodation with respect to the above said job

.....
.....



Signature of Doctor

Name of Doctor

Date: