

Important Instructions on Services/Activities

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 'Nursing Services ref UPFD/004'**' in the office of Registrar, BFUHS Faridkot on or before 25/02/2016 by 1.00 PM 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, 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. Guidelines for packing documents into different envelopes
 1. **Envelope no. 1 (technical bid)**
Tender Form along a copy of Tender Notice with all the Annexures/Certificates as mentioned in **instructions to the tenderers**.
 2. **ENVELOPE NO. 2 (PRICE BID)**
Rates quoted filled in the prescribed format of **Financial Bid** as per **Annexure III**.
 3. **ENVELOPE NO. 3**
 - i. Properly sealed Envelope 3 should contain sealed **Envelope No.1 and 2**.
 - ii. Envelope 3 should be clearly super-scribed as , '**Tender for providing 'Nursing Services ref UPFD/004**'
5. Detailed information of Tender document can be downloaded from the university web site: www.bfuhs.ac.in.
6. Exemption of service taxes: services provided to educational institutions and Government 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.
7. Cost of Tender Document is ₹ 2000/-
8. **PRE BID Conference:** A pre bid conference with the bidders will be held **at 3:00 P.M on 18/02/2016**. The purpose of the meeting is to clarify issues and to answer questions on any matter relating with the tender document.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	Whether the cost of the Tender document 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. 2000/- (Rupees two thousand only) , has been submitted. The cost of the Tender document will be non-refundable under any circumstances.	Yes / No
2.	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. 2 Lacs (Rupees Two lac only) , has been submitted	Yes / No
3.	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
4.	Whether the Technical Bid submitted.	Yes / No
5.	Whether the Price Bid submitted.	Yes / No
6.	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 <i>Original</i>
7.	Whether each page of the Tender documents at Annexure(s) 'I' to 'VI' and	Yes / No



	Annexure(s) '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.	
8.	Whether latest/current valid copy of Income Tax Return Certificate for the last three years (FY 2014-15, FY 2013-14, FY 2012-13) issued by the competent authority have been submitted.	Yes / No
9.	Whether self attested copy PAN number Attached.	Yes / No
10.	Whether self attested copy TAN number Attached.	Yes / No
11.	Whether self attested copy of Service Tax Number attached.	Yes / No
12.	Whether a self attested copy of all registration(s)/permission (s)/ license (s) etc. a. Valid Labour License b. EPF c. ESI & EDLI License/Code Number, for providing the services under the Service Agreement, have been attached.	Yes / No Yes / No Yes / No
13.	Whether an experience certificate of as per para 35 of DNIT where your firm has executed service contract for the supply of manpower 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, have been submitted along with ESI AND PF Returns.	Yes / No
14.	Whether a self attested copy of the constitution of your firm duly registered with Competent Registrar of companies has been submitted	Yes / No
15.	Whether a self attested copy of latest Balance Sheet for the last three years has been submitted (2014-15, 2013-14, 2012-13)	Yes/ No
16.	Whether a self attested copy of License issued under Private Security Agencies (Regulation) Act, 2005 (in case of Security Services only) has been attached.	Yes / No
17.	POA/Authority letter and Board resolution (in original)	Yes/No
18.	Whether the one canceled cheque of the firm has been attached	Yes/No

Place: _____
Dated: _____

Signature of Tenderer
Full name and Address of Tenderer



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

Instructions/guidelines for Tenderers.

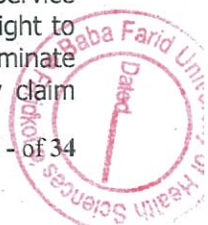
1. A copy of Tender Notice is at **Annexure-'I'**.
2. Technical Bid Performa for evaluation of technical performance of the Tender is at **Annexure-'II'**.
3. The Terms and Conditions as laid down in the Service Agreement for the award of contract for outsourcing of services/activities are at **Annexure-'IV'**.
4. The Scope of work/activities are at **Annexure-'A'**.
5. A copy of the terms of payment is at **Annexure-'B'**.
6. A copy of undertaking regarding compliance of statutory obligations is at **Annexure-'C'**.
7. An affidavit regarding Non-Black Listing/Non-Prosecution specimen is at **Annexure-'D'**.
8. Declaration of past relevant work experience is at **Annexure 'E'**
9. Price Bid Performa is at **Annexure-'III'** (to be enclosed in separate sealed envelope).
10. Format for POA is at **Annexure 'V'**
11. Medical examination report format is at **Annexure 'VI'**
12. 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.
 - a. 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.
 - b. The payment of Service Tax would be as per the Notification No. 06/2014-Service Tax dated 11.07.2014, If any other liability occurs, the same will be borne by the Service Provider from his Administrative Charges.
 - c. 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.
13. The Tender Documents along with Annexure 'I' to 'VI' 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 'VI' 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.
14. 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.
15. 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.
16. 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.
17. The Tender must be accompanied with Earnest Money Deposit (EMD) amounting to Rs. 2,00,000/- (Rupees two 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. This Tender form is not transferable.
23. No Tenderer is exempted from furnishing the Earnest Money Deposit (EMD).
24. 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 and no enhancement in the Administrative Charges in percentage under any circumstances, shall be allowed.
25. The tenderer 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.
26. 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.
27. The last date and time for submission of Tender is 25/02-2016 by 1-00 PM. 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.
28. The Tender shall be opened on 25/02/2016 at 2-30 PM 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.
29. 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.
30. Only firms registered with Registrar of companies are eligible to furnish Tender and the Tenderer should be submitted along with self attested copy of the certificate of Incorporation issued by Registrar of Companies.
31. Subletting of contract is not allowed under any circumstances.

Tender for award of contract for providing 'Nursing Services' through outsourcing

32. The Tenderer must furnish self-attested copies of Income Tax Returns for the last three years ((FY 2014-15, FY 2013-14, FY 2012-13) and respective form 16A ((FY 2014-15, FY 2013-14, FY 2012-13)) along with Technical Bid. Tenderer must have an annual turnover of rupees 2.5 crores or more in the three preceding financial years.
33. The Tenderer must furnish self-attested copy of Service Tax Number issued by the competent authority
34. 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 Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 framed there under, Tenderer shall have to get labor licence issued by Punjab Govt. within 15 days of being declared L1 bidder (tender shall be awarded only after the tenderer submits verified copy of labor licence issued by Punjab Govt..
35. The Tenderer should furnish an experience certificate(s):
 - a. Of deployment of atleast 50 persons under outsourcing contract in any hospital 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 deployment of atleast 20 nurses under outsourcing contract for Nursing 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.
36. 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 as required as at **para no 35**.
37. 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.
38. 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.
39. 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.
40. 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 and at the sole discretion of the competent authority.
41. 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.
42. Service provider shall comply with the provisions of the Factories Act 1948, contract labour (regulation and abolition) Act 1970, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Industrial Establishment, (National & Festival Holidays) Act 1958, Punjab Schedule Castes & Backward Classes (Reservation in Services) Act, 2006 and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The 'Service Provider' shall produce registers and records and comply with other directions issued by the company for compliance of the statutory provisions.
43. The 'Service Provider' shall engage manpower as said in our requirement for running the Hospital on round-the-clock basis. Expenses on account of payment of salary / wages / provisions of food stuffs / eatables for 'Service Provider' employees / Uniform / Personal Protective Equipments, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the 'Service Provider' employees shall be met by the 'Service Provider'. The 'Service Provider' shall have full control of his employees including the right to appoint, determine service conditions, transfer, discharge, dismiss, or otherwise terminate their services at any time. The 'Service Provider' shall be solely responsible for any claim



ANNEXURE-'I'

TENDER NOTICE

Baba Farid University Of Health Sciences Faridkot invites Tenders from registered firms through Tendering for outsourcing of **Nursing** 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 & venue of opening of Bid (Technical Bid)
1.	Nursing Services	2,00,000/-	_____ up to 11.30 a.m.	_____ at 11.30 a.m. at Committee room VC officie

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 25/02/2016 by 13:00 hrs 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' as defined under important instructions of the tenderers
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 shall be 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(s) can approach the Registrar, BFUHS, for survey of the areas under the scope of the services on any working day.
8. 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 technical evaluation process.
9. **PRE BID Conference:** A pre bid conference with the bidders will be held **at 3:00 P.M on 18/02/2016**. The purpose of the meeting is to clarify issues and to answer questions on any matter relating with the tender document.

Registrar



No. BFUHS/UPFD /2015/

Dated:

SERVICE AGREEMENT

THIS AGREEMENT is made on this.....day of2016 between the Registrar, Baba Farid University of Health Sciences, 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 and incorporated on....., having its registered office at acting through its Managing Director (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 for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the firm, as the case may be on the second part.

WHEREAS the Service Provider is engaged in the business of providing '**Nursing 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 and number of personnel of various 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 report to the BFUHS.



Tender for award of contract for providing 'Nursing Services' through outsourcing

- 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, guaranteeing the due performance by the Service Provider of its obligations under this Agreement. **(Annexure 'C')**
- g. Applicable 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.
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 and at the sole discretion 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 (or workmen compensation insurance as applicable), 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.
 - c. The payment of Service Tax would be as per the Notification No. 06/2014-Service Tax dated 11.07.2014, 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.
 - d. Services required under this tender to educational institutions and Government organizations 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 Jul 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 Guarantee: -**

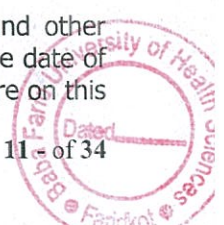
The Service Provider shall be required to deposit (non-interest bearing) Security Deposit (as performance guarantee) of 10% of the annual value of the contract (rounded off next 1000/- rupees) in the form of Demand Draft from any of the Commercial banks in an acceptable form drawn in favour of the Registrar, Baba Farid University of Health Sciences, 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 including the extended contract period. Such Security deposit shall be refundable on expiry of the contract after 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/performance 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 'Nursing Services' for 54 nurses (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.
- Personnel proposed to be deployed by the service provider shall be subject to screening by Baba Farid University of Health Sciences, Faridkot to ascertain their suitability. Service provider shall verify the eligibility and skills of the personnel before proposing to be deployed. Service provider shall furnish complete particulars and obtain prior written approval of the designated officer of BFUHS.
 - 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
 - No accommodation & Transport facility will be given by BFUHS.
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.
- 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.
 - BFUHS may at its direction get the biometrics of the service provider employees verified from UIDAI.



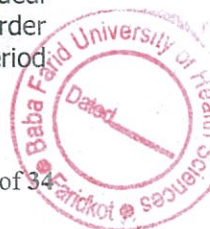
10. **Determination of quality of Services/Activities:** -The decision of BFUHS with regard to determining the quality of Services/Activities done by the Service Provider shall be final and binding upon the Service Provider. The Service Provider shall, therefore, promptly rectify the defects/deficiencies, 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, 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.
 - a. The 'Service Provider' shall, when ever required by the company or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.
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 related patient care 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 'VI'.
 - a. 'Service Provider' shall employ such personnel who are medically fit. BFUHS has right to direct the 'Service Provider' to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
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 personnel deployed under this agreement and to raise any dispute and or claim whatsoever against BFUHS. Under no circumstances BFUHS be deemed or treated as the employer in respect of any of the personnel engaged/employed by the Service Provider for any purpose, whatsoever nor would the BFUHS be liable for any claim(s) whatsoever, of any such personnel.
- 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 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.
- i. 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.
- j. 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.

17. Nature of Agreement



Tender for award of contract for providing 'Nursing Services' through outsourcing

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 to 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.
- d. BFUHS has no responsibility whatsoever on the 'Service Provider' employees and that the 'Service Provider' will be solely responsible for managing his employees. In the event of any dispute between the 'Service Provider' and his employees, the 'Service Provider' alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.

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 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. Service provider undertakes to comply with the provisions of the Factories Act 1948, contract labour (regulation and abolition) Act 1970, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Industrial Establishment, (National & Festival Holidays) Act 1958, Punjab Schedule Casts & Backward Classes (Reservation in Services) Act, 2006 and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The 'Service Provider' shall produce registers and records and comply with other directions issued by BFUHS for compliance of the statutory provisions.
- e. The 'Service Provider' shall engage manpower as said in our requirement for running the Hospital on round-the-clock basis. Expenses on account of payment of salary / wages / provisions of food stuffs / eatables for 'Service Provider' employees / Uniform / Personal Protective Equipments, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the 'Service Provider' employees shall be met by the 'Service Provider'. The 'Service Provider' shall have full control of



his employees including the right to appoint, determine service conditions, transfer, discharge, dismiss, or otherwise terminate their services at any time. The 'Service Provider' shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

- f. Security check may be done for all the staff when they come to work to leave the Hospital as it is in an Industrial Area(s).
- g. 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. 5.00 Lacs (Rupees 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 and /or from any pending bills of the Service Provider.
- e. If it is found by BFUHS that any property or materials of BFUHS is lost or stolen or damaged due to omission or commission by any of service provider employee, the 'Service Provider' will be held responsible and the 'Service Provider' should reimburse the cost of loss / damage so incurred. The decision of BFUHS as to the cost / damage and negligence shall be final and binding.

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

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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, 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. Directors & other persons responsible for managing day to day affairs of company.
- ii. Otherwise the Registrar shall reserve 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:-
 - a) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
 - b) Misappropriation of Government moneys.
 - c) Advancing a claim on the basis of forged documents.
 - d) Sale or supply of spurious or adulterated or prohibited drugs, food stuffs or any such item involving the public health and public safety.
 - e) Material concealment/suppression of facts or gross misrepresentation of facts.
 - f) Conviction for an offence involving corruption or any other serious act or conduct etc.
 - g) 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 be 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. 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**

- a. 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.
- b. 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.

Complete Address of 'BFUHS'

Registrar,
Baba Farid University of Health Sciences
Faridkot-151203

Complete address of the Service Provider

.....
.....

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 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.

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.

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
Annexure 'E' - Declaration of past relevant / required work experience
Annexure-'I' - A copy of Tender Notice
Annexure-'II'- Technical Bid Performa for evaluation of technical performance of the Tenderer
Annexure-'III' - Price Bid Performa
Annexure-'IV' - The Terms and Conditions as laid down in the Service Agreement for the award of contract for outsourcing of services/activities

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 |



Scope of Work

A. Number of nurses to be deployed including relievers (as specified below in this document)

S.No	Location	Staff Nurse	Supervisor
1	Faridkot	49	1
2	Bathinda	Nil	Nil
3	Badal	4	Nil

BFUHS allows deployment of relievers in excess of the intended strength (limited to 1:6 of the intended strength) and further limited to the actual deployment in this regard. This has been factored in while calculating the actual figures for no of personnel to be deployed

Compensation for the Nursing Supervisor shall be between ₹ fifteen thousand and ₹ twenty five thousand per month. Such compensation shall be decided by a committee formed by BFUHS depending on the suitability of the personnel so proposed by the Service provider
Compensation for the Staff nurses shall be as per highly skilled category rates as notified under labour laws from time to time.

If extension is granted to services provider by BFUHS, compensation payable to such personnel deployed by the service provider may be enhanced yearly by an amount in proportion to increase notified under labour laws for highly skilled category of employees. However there shall be no increase in percentage administrative charge/service charge payable to the service provider

BFUHS may seek for additional nursing positions and for other locations and at defined wage rate and with specified roles and responsibilities.

B. Criterion for selection of personnel to be deployed:

Qualification and eligibility for staff Nurse

1. B.Sc Nursing or Equivalent qualification.
2. INC /PNC registration as applicable
3. Age: less than 37 years
4. Work experience of more than 3 years
5. Medical Fitness: BMI < 27, No Communicable disease/illness
6. Working knowledge of computers is must such that nurses are able to update patient data in computers and make necessary endorsements in computers for patient, ward and hospital records. (to include internet browsing and word processing and be able to fill various forms online)

Qualification and eligibility for Supervisor

1. M.Sc Nursing.
2. Registration with Punjab Nursing Council/INC as applicable
3. Age: 30-45 years
4. Medical Fitness: BMI < 27, No Communicable disease/illness
5. Working knowledge of computers is must to be able to supervise the nurses updating patient data in computers and making necessary endorsements in computers for patient, ward and hospital records. (to include internet browsing and word processing and be able to fill various forms online)
6. Desirable to have work experience of >3 years in NABH Accredited hospital

C. Uniform: Staff must wear uniforms and Named badge while on duty which will be provided by Contractor. Uniform and other items will have to be provided by the service provider before start of services by that personnel (service provider must ensure that all these items are always found in good condition). Cost of procurement and maintenance of such items shall be part of administrative charges of the service provider and should not be deducted from salary of nurses). Uniform must include:

1. White shoes
2. Shirt and pant with sufficient pockets as per the photograph as the end of this annexure with cream coloured/sky blue coloured dress shade. Colour shall be decided later on mutual understanding
3. Name Badge
4. Woollen Jersey for winters



D. Equipment and other items to be provided by Service provider

1. Writing Pens for documentation of records and events
2. Each Nurse must be issued one stethoscope and one digital thermometer.
3. Every Nurse coming to duty must carry a BP apparatus in working condition

E. Duty Shifts: 24*7 rotation shifts

1. The work should be attended round the clock.
2. The University shall be authorized to fix timings of the various duty shifts. A single duty shift will have normal duration job of 8 hrs. In case of any compelling reasons, if the duty shift is to be extended, the same shall not be resorted to by the service provider without the prior consent of University. Normally there shall be 3 shifts of 8 hrs each

F. Continual Education: The Service provider shall undertake, (at his own expense), a continual process of updating the skills, by organizing suitable training programs for them on the atleast monthly basis. It may include various aspects of nursing care, patient monitoring, drug administration quality recordkeeping and prevention of errors etc. Written report and attendance covering atleast 80% of the deployed personnel should be submitted along with monthly bills submitted for reimbursement.

G. Specific duties and responsibility of Service provider: The Contractor shall be solely responsible for providing all requirements of and to its personnel, and ensure that:

1. Staff must put on approved Uniforms, shoes and Named Badge while on duty which will be provided by Contractor.
2. Staff performs round the clock duties by rotation or as specifically instructed by the Registrar or its authorised officer
3. To co-ordinate with respective section for smooth running of the hospital.
4. To maintain records as required by our Hospital.
5. Any loss, theft, damage or breakage of the items entrusted to the service provider employees will be borne by the Service provider.
6. The Nurses should stick to their allotted area of work.
7. Any medico-legal liability arising out of the act of omission or act of commission by the employees of service provider shall have to be borne by the service provider.
8. Ensure to maintain Professionally Qualified/Trained competent Personnel on the job to ensure smooth operation of the services as set forth in the Scope of Work and services.
9. Ensure conduct of continual education as specified at para F
10. Provide and maintain uniform and ensure clean uniform. Penalty of ₹ 50/- shall be applicable per episode of staff nurse on duty found to be without proper dress or dress being dirty
11. Ensure staff carries instruments and gadgets while on duty. Penalty of ₹ 50/- shall be applicable per episode of staff nurse on duty found to be without stethoscope and/or BP apparatus

H. Roles and responsibility of Staff Nurse: Duties & Responsibilities may vary according to the placement such as speciality of the unit viz. Operation Theatre, Post-operative unit, Intensive care unit, Neonatal Unit, Labour room etc

1. Handing and taking over of patients from bed to bed at time of change of each shift.
2. Ensuring adequate supplies arranged from stores for nursing care round the clock.
3. Admission/discharge formalities of the patients.
4. Assistance/instructions to patients/attendants.
5. Daily care of the patients including that of mouth, nail, to give bath/sponge etc.
6. Frequent attention to pressure points as & when required.
7. Managing bed ridden patients with bedpans and urine pots.
8. To provide Hydrotherapy by the use of hot water bags/cold compresses.
9. Preparation and arranging beds.
10. Feeding of patients, including tube feeding and maintenance of diet charts.
11. Distribution of dietary items including specific diet.
12. Assisting doctors in medical examination & treatment.
13. Identifying nursing needs of the patients and implements.
14. Escorting patients to and from departments.
15. Maintenance of patient's records.
16. Assisting doctors and senior nursing officers on round.



17. Imparting health education to patients and relatives.
18. Assisting the ward sister/ward master to carry out her work.
19. Reporting of the defective equipments to the Nursing Sister/Assistant Nursing Sister.
20. Assisting ward in-charge in maintaining inventories.
21. Administration of medicine, oral/parenteral, starting i.v. lines and their maintenance
22. Preparing of injections and cleaning up.
23. Recording of medicines and injections given.
24. Monitoring and recording of T.P.R, I/O chart, CBD chart
25. Giving the due Injection in time.
26. Administration of oxygen to patients.
27. Give injections to indoor and outdoor patients.
28. Collection of samples in specified bottles duly signed by the doctor, For blood grouping and cross matching and other lab testing.
29. Care of eye, ear and after tracheotomy
30. Application of surgical dressings
31. Giving of stomach wash, enema, bowel-wash etc.
32. Changing of position of the patients to prevent bed sores
33. Assisting in physiotherapy.
34. Care of breast and perineum in the postnatal ward.
35. Catheterization of female patients.
36. Assisting the procedures done by the Doctors. (Aspiration & Tapping etc.).
37. Attend and assist at surgeries/operations.
38. Be responsible for dressing of the female patients and for giving treatment to gynaecological cases, such as douching, plugging, etc.
39. Informing the doctor on duty urgently about any problem of indoor ward patients, getting instructions and implementing them.
40. Patient's complaints to be intimated to Doctors in time, getting the instructions from the Doctors and implementation.
41. Preparation/wrapping etc. of the dead body and accompanying the dead body for its keeping in the mortuary after making proper entries in the mortuary register.
42. Preparing the patient for surgeries /Operation.
43. Coordination with authorities for supply of diet to patients
44. Transfer IN & Transfer OUT of patients to be done carefully.
45. Handling of the correct dead body along with the proper death form/summary etc to the attendants of the deceased or the police in case of Medico legal cases.
46. It will be ensured by the Staff Nurse that no Medico legal case dead body is handed over to the relatives directly.
47. Providing clear and safe environment for the patients.
48. Maintenance of nutritional needs of the patient.
49. Providing pre and post operative care.
50. Updating patient records in HIS (Hospital information System) and performing relevant transaction in the HIS
51. Taking over & handing over with full responsibility at the time of change of each shift.
52. Dipstick bedside urine testing.
53. To give and receive various reports.
54. To render immediate first aid without waiting for the doctors.
55. Patients Records documentation
56. Preparing the charts which are to be sent to Operation Theatre.
57. Nursing monitoring and progress notes are recorded and maintained
58. Formulate accurate and intelligent reports on ward patients.
59. Ensure that every courtesy and help is accorded to the patient's relatives and visitors to the ward.
60. Ward record and medical records documentation
61. Admission to be entered in the IP Register etc.
62. Collection of blood samples for lab investigation, labelling them and sending them to lab along with proposer forms and collecting the results from Lab and intimating to the doctors.
63. Checking and keeping Linen, Articles and Medicines & Injection up to date.

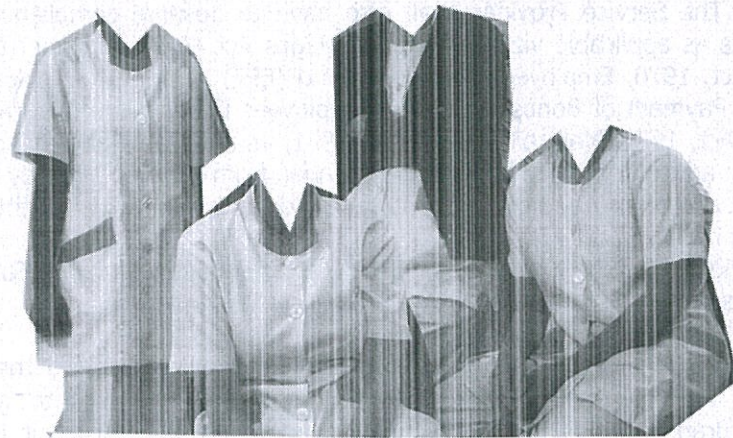
64. Assisting the Matron & others in Condemnation of Linen etc.
65. During Doctors rounds taking the charts and other details and implementing the Doctors Instructions.
66. Restricting the visitors from the ward during non visiting hours.
67. To co-ordinate with respective section for smooth running of the hospital.
68. Perform any other duty ordered by the concerned doctor & Matrons.
69. Should be well conversant with functioning of ICU equipments and maintaining them in good working order.
70. Maintain the ward stock of dressing and drugs etc.
71. Be responsible for the safe custody of poisons and narcotic drugs. The stock must be maintained and checked daily.
72. Be in charge of the linen issued to her for her ward and be responsible for the safe custody of hospital linen, crockery, cutlery, utensils, surgical and medical appliances and furniture and dead stock of the ward and shall see that they are kept in good condition and replaced when necessary.
73. Take monthly inventory of linen and equipment and report all missing articles to the concerned.
74. Maintain all records and registers pertaining to the wards properly.
75. Supervise the work of group "D" staff and ensure the cleanliness of the ward and/or the operation theatre.
76. Direct and supervise the sterilisation of all instrument and dressing.
77. To maintain the ward clean and tidy.
78. Preparation of surgical supplies.
79. Routine care cleaning of dressing trolleys, cupboards, apparatus, mackintosh etc.
80. Care & segregation of clean and soiled linen.
81. Disinfection on Linen beds, floor and bed pans.
82. Care, cleaning and disinfection of medical equipments
83. Compliance to PPCB/CPCB guidelines
84. Compliance to all legal requirements as applicable from time to time
85. Conduct of bedside services like ECG

I. Roles and responsibility of Nursing Supervisor:

1. Primary and chief responsibility is to develop a culture of service delivery in a quality manner and as per the guidelines of NABH and inculcate the same among staff nurses under her supervision
2. To supervise the overall working of staff nurses and their overall compliance to roles and responsibilities
3. To Ensure compliance to medication order by doctors
4. To ensure adequacy of documentation by staff nurse
5. To supervise various procedures performed by staff nurses and guide them on correct method technique
6. To ensure that staff nurses practice all safety precautions
7. Act as one point contact between hospital administration and staff nurses deployed through outsourced agency
8. To Prepare rotational duty schedules of nurses in consultation with the hospital authorities
9. Ensure the safe and efficient care rendered in the various Nursing Departments of the hospital/centres
10. Make regular hospital rounds in hospital/centres
11. Frequent checks to ensure that the standards of care are maintained and patients are nursed in a clean, orderly and safe environment.
12. Ensure that hospital waste is disposed off as per the guidelines of CPCB/PPCB issued from time to time.
13. Ensure compliance to legal requirements by the staff nurses
14. Ensure proper use and safeguards of equipment in hospital areas
15. Look after the welfare of the patients, their relatives and the staff nurses
16. Give counselling and guidance to the subordinate staff
17. Maintain discipline among Nursing Staff of the hospital/centres
18. Arranging the continuing Medical Education Programme for the Nursing Personnel



19. Any other duty assigned by the Hospital Authorities



Indicative Dress design



ANNEXURE-'B'

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 / the Register of Wages-cum-Muster Rolls of the preceding month along with the bills 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.	2. Reliever(s) against persons on regular duty.	Empl. Code No	EPF NO	ESI NO	Salary Bank Account no	@ Basic Wages (Not less than the Minimum Wages)	Man-days	Wages (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.

Note: Separate Bills in the above format shall be prepared by the service provider for the reliever(s) against persons(s) deployed on regular basis and submitted along with the bills for regular persons deployed during each month.

Tender for award of contract for providing 'Nursing Services' through outsourcing

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. An 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 of Payment of Bonus Act 1965, under the head Calculation of Bonus with respect to personnel so deployed by the service provider

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. The responsibility for issuance of Annual statements of EPF deposits and ESI cards and wage slips to the persons deployed lie solely with the Service Provider.
7. The Service Provider after disbursing the payment of wages to all the personnel deployed by him for the execution of this Agreement by 7th of every following month, shall submit his monthly wage bill for reimbursement by the 22nd 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 areas, offices, wards, OT's and other units of BFUHS areas shall be signed /verified by

the Sister In charge, 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.

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 and 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 non applicability of ESI, verified Workmen Compensation Insurance Policy premium paid (employee wise) verified by insurance companies branch (if applicable)



ANNEXURE-'C'

UNDERTAKING

I/We (Name) _____ as director/managing director of
M/s _____ (strike out which is not applicable) 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 15 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. 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)



Baba Farid University of Health Sciences, Faridkot – 151203

Tender for award of contract for providing 'Nursing Services' through outsourcing

ANNEXURE – 'D'

AFFIDAVIT

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

I (Name) _____ Service Provider/
Managing Director/ Authorized representative (strike out which is not applicable) of the
(Firm) _____ do hereby solemnly affirm and declare that the firm
_____ is not black
listed/prosecuted by any Central/State Governments/ Union Territories / Departments/Offices/
Statutory Bodies / Autonomous Organizations / Research Institutions/any court of law 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 _____



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 _____ 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.	Name of establishments used by public	No. of employees provided	Duration of contract	Contact detail of the establishment (Contact person address and telephone number)

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

4. We declare that we have the necessary infrastructure/tie up for the maintenance of the equipment being used and enough manpower to cater to any additional needs of BFUHS at short notice, if any such need arises during the tenure of the contract.




Authorized Signatory

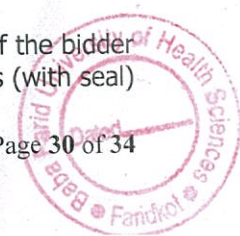


Annexure – II

Porforma for technical evaluation of the technical performance of the tender

1.	Whether the cost of the Tender document 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. 2000/- (Rupees two thousand only) , has been submitted. The cost of the Tender document will be non-refundable under any circumstances.	Yes / No
2.	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. 2 Lacs (Rupees Two lac only) , has been submitted	Yes / No
3.	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
4.	Whether the Technical Bid submitted.	Yes / No
5.	Whether the Price Bid submitted.	Yes / No
6.	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 in original	Yes / No
7.	Whether each page of the Tender documents at Annexure 'I' to 'IV' and Annexure '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
8.	Whether latest/current valid copy of Income Tax Return Certificate for the last three years issued by the competent authority have been submitted.	Yes / No
9.	Whether self attested copy of PAN number Attached.	Yes / No
10.	Whether self attested copy of TAN number Attached.	Yes / No
11.	Whether self attested copy of Service Tax Number attached.	Yes / No
12.	Whether a self attested copy of all registration(s)/permission (s)/ license (s) etc. a. Valid Labour License b. EPF c. ESI & EDLI License/Code Number, for providing the services under the Service Agreement, have been attached.	Yes / No Yes / No Yes / No
13.	Whether an experience certificate(s) (as per para 35 of DNIT) where your firm has executed service contract for the supply of manpower 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, have been submitted along with ESI and PF Returns.	Yes / No
14.	Whether a self attested copy of the constitution of your firm duly registered with Competent Registrar of companies has been submitted	Yes / No
15.	Whether a self attested copy of latest Balance Sheet for the last three years has been submitted	Yes/ No
16.	Whether a self attested copy of License issued under Private Security Agencies (Regulation) Act, 2005 (in case of Security Services only) has been attached.	Yes / No
17.	Whether a copy of Board Resolution and POA/Authority letter authorizing the specific officer for signing the documents for this tender has been submitted in original	Yes/No
18.	One canceled cheque of the firm in original	

Signature of the bidder
Name and address (with seal)



ANNEXURE-III

Format for price bid

1. **Description of work:-** Service Contract for providing "Nursing Services through Outsourcing" as per scope of work mentioned in Annexure-C subject to fulfillment of other terms and conditions of the Service Agreement at **Annexure-B**.
2. Administration/Service Charges in percentage of the monthly wages (From the mentioned Administrative Charges the tenderer shall be solely liable to pay/discharge the responsibilities as per requirements of Tender Terms and conditions and the various Labour Acts/Rules as amended from time to time towards his employees during the currency of contract)
(In Figures) : _____ (Percentage)
(In Words) : _____

(Percentage)

NOTE:

- A. The tender shall be awarded to the tenderer, who quotes the lowest offer of Administrative Charges (in percentage) provided he fulfils all other terms and conditions of the tender document which also include Bonus, Gratuity, Service Tax (as applicable under Rule) keeping in view all obligations and responsibilities as an employer to be performed by them and as per requirement of the tender document offer as per Contract Labour Act during the currency of contract. This institute will not pay any other liability except Wages, EPF, ESI, ELDI contributions and 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. If any other liability occurs, the same will be borne by the Service Provider from his Administrative Charges.
- B. The tenderer 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 Wages Act, 1948 along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to his employees.
- C. Leave Reserve for weekly rest and other Holidays/National Holidays shall be provided by the Provider from within the requirement of manpower of BFUHS as specified in the Scope of Work at Annexure-C and no extra charges shall be paid in this regard by the BFUHS.
- D. The above quoted Administrative Charges (in percentage) shall remain valid during the entire contract period and no enhancement whatsoever shall be claimed by the Tenderer.
- E. The tax deduction at source as applicable from time to time shall be deducted from the actual amount of bill.

I/We certify that I/We have read the terms and conditions as given in the service Agreement. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the Services/Activities under this Agreement shall alone be responsible to provide the Services/Activities under this Service 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 Wages Act, 1948 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. I/We shall comply with the provisions of the Factories Act 1948, contract labour (regulation and abolition) Act 1970, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Industrial Establishment, (National & Festival Holidays) Act 1958, Punjab Schedule Casts & Backward Classes (Reservation in Services) Act, 2006 and any other Rules framed under from time to time by the Central or State Government and/or any authority constituted by or under any Law, for the categories of persons deployed by me/us as may be applicable to the contract workmen from time to time.

Place _____
Date _____

Signature of Tenderer _____
Name of the Tenderer _____
Address _____



Baba Farid University of Health Sciences, Faridkot – 151203

Tender for award of contract for providing 'Nursing Services' through outsourcing

Annexure V

AFFIDAVIT

I/We Son of the Director
(s) of M/s with registered office at
do solemnly affirm and

state on oath that :

1. I/We nominate Shri/Smt
..... Son/Daughter of
..... to apply for tender for
..... **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
2. A General Power Attorney along with Resolution Board of Directors have also been given to
him/her to enable him/her to apply for the above mentioned tender.
3. We undertake to state that our firm will be solely responsible for all the acts of
commission/omission being done by him/her On
behalf of m/s shall be as if done by
the firm

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)



Baba Farid University of Health Sciences, Faridkot – 151203

Tender for award of contract for providing 'Nursing Services' through outsourcing

Annexure VI

Photograph to
be attested by
the Registered
Allopathic
Doctor

Medical Examination Report
(Paste attested photograph)

Dated:

Mr/Ms

s/o, d/o

aged _____ yrs was examined by me on
_____ and based upon the physical examination and other investigations done, who
is proposed to be employed as _____, it is certified that

1. His/her height is _____ cm
2. His/her weight is _____ cm
3. he/she does not suffer from color blindness
4. He/She is not suffering from any communicable disease.
5. he/she (strike out whichever is not applicable)
 - a. does not require any health accommodation for the proposed job profile
 - or
 - b. requires following health accommodation with respect to the above said job

Signature of Doctor

Name of Doctor: _____

Registration Number: _____

Address: _____

Date: _____



Baba Farid University of Health Sciences, Faridkot – 151203

Tender for award of contract for providing 'Nursing Services' through outsourcing

To
The Registrar
Baba Farid University of Health Sciences,
Faridkot

Subject: Tender for award of the contract for providing 'Nursing services' through outsourcing at BFUHS and its constituent colleges

With reference to your advertisement dated for award of contract for providing service on outsourcing at Baba Farid University of Health Sciences, Faridkot and its constituent colleges, I/we enclose herewith our technical bids duly filled, stamped, along with tender documents and annexure(s) duly stamped and authenticated on each page, containing pages (From page No 1 to.....). Few of the relevant details of the firm are as below:

1	Cost of Tender Form	Rs. 2000/- attached vide DD No Dated.....
2	Due date for Tender	
3	Opening time and date of Tender	
4	Names of firm	
5	Registered office address of Firm	
6	Telephone no of Firm	
7	Registration no. of the company	
8	Name Designation, Address and Telephone no. of Authorized representative of Firm to deal for this tender	
9	E-mail Address of authorized representative	
10	Name and residential address and telephone no. of Directors should be specified	
11	Email Address of the Managing Director	
12	Employee provident fund Account No.	
13	ESI Number	
14	License Number under Contract Labour (R&A) Act, if any	
15	PAN No	
16	Details of Bid security Deposit amount	₹
	DD no./dated	
17.	Any other information	

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)

