PT. B.D.SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

Tender Cost:- Rs.1000/-

Office of the Registrar
Pt. B. D Sharma, University of Health Sciences, Rohtak
(Forwarding letter / Undertaking)

Annexure–I

Sr. No. of Tender	
File No.	
Subject	**Outsourcing Services for Drugs Distribution** for two years at Pt. B.D. Sharma University of Health Sciences, Rohtak.
Name of the party in whose favour the tender form has been issued.	

The Registrar
Pt. B.D Sharma, University of Health Sciences,
Rohtak.

(Seal of the officer)

Dear Sir/Madam,

1. I/We hereby submit our documents against the above cited tender for **Outsourcing Services for Drugs Distribution** for two years at Pt. B.D. Sharma University of Health Sciences, Rohtak**.**
2. I/We am/are now enclosing herewith the FDR No._____ dated _____ for Rs. 7,00,000/- (seven lacs) drawn in favour of the Registrar, Pt. B.D. Sharma UHS, Rohtak toward EMD/BID security.

Note:- Tender not accompanied with EMD/BID security alongwith Techno-Commercial Bid (Part-I) shall be summarily rejected.

3. I/We have gone through all terms and conditions of this tender before submitting the same and agreed to all the terms and conditions, stipulated by the UHS Rohtak, in this connection.
4. I/We have noted that over written entries shall be deleted unless duly cut & re-written and initiated.
5. Tender is duly signed (No thumb impression should be affixed) by the proprietor/ authorized signatory.

6. I/We undertake to sign the contract/agreement, if required, within 07 (seven) days from the issue of the letter of acceptance / offer, failing which my / our security money deposited may be forfeited and my / our name may be removed from the list of contractors at the UHS, Rohtak.

Note:-

1. All terms & conditions such as statutory liabilities, taxes etc. have been indicated in the quotations failing which it will be presumed that the rates are inclusive of all taxes and other terms and conditions are also as per your requirements.
2. The forwarding letter / Annexure-I duly signed form part of tender and should be submitted alongwith tender documents failing which the tender shall be rejected.

Yours sincerely,

Signature with rubber stamp
of Tenderer with full address

Witness with full address and contact No._____

Witness with full address and contact No._____

Witness with full address and contact No._____

Witness with full address and contact No._____

PT. B.D.SHARMA UNIVERSITY OF HEATLH SCIENCES, ROHTAK

Annexure-II

No. PGIMS/Cell-I/2016/ **Dated:**

NOTICE INVITING TENDER FOR OUTSOURCING SERVICES FOR DRUGS DISTRIBUTION

The Registrar on behalf of the Vice-Chancellor, Pt. B.D. Sharma University of Health Sciences, Rohtak invites sealed tender under Two-Bids system from reputed agencies, having capacity to provide outsourcing services for drugs Distribution at the UHS, Rohtak for a period of two year though open tendering system.

Name of Work and file reference	**Tender Cost (In Rs.)**	**EMD/Bid Security (in Rs.)**
Providing services through outsource agencies for drugs distribution for two years at University of Health Sciences/ PGIMS Rohtak.	1,000/- (rupees one thousand) only.	7,00,000/- (2% of the total cost) (Rs. Seven Lac only)

Estimated Cost is Rs. 3.5 Cror (Approx.) for two years.

The tender form can be downloaded from UHSR, Website: www.ushr.ac.in and the cost of tender i.e. Rs. 1,000/- have to be deposited along with the tender in the form of Bankers Cheque/ Demand draft in favour of Registrar, UHS, Rohtak in the Technical Bid envelope as has been mentioned in the instructions in the tender document. Non submission of tender cost would lead to rejection of the tender.

Last date for submission/receipt of tender(s) is 20.07.2016 up to 01:00 pm and technical bids will be opened by the Tender Opening Committee in the presence of tenders or their authorized representatives who wish to be present on 20.07.2016 in the Council Room, O/o the Medical Superintendent, PGIMS, Rohtak at 3.00 pm. In case any holiday falls on the day of opening the tenders will be opened on the next working day at the same time but the tender box will sealed on the same day and time as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by fax will be entertained. For more information please log on UHS/PGIMS Website: www.ushr.ac.in.

TENDER FOR OUTSOURCING SERVICES FOR SMOOTH FUNCTIONING OF DRUG DISTRIBUTION SERVICES AT PT. B. D. S. UHS, ROHTAK

Pt. B. D.S. UHS, Rohtak intends to outsource services of free drug distributions under Mukhya Mantri Mufat IlaazYojana to OPD patients through drug distribution counters located in different areas. There are tentatively 40 drug distribution counters spread over the hospital area including the new upcoming centers in UHS, Rohtak.

Scope of Work: The University intends to outsource drug distribution services to patients in hospital area. All kind of drugs and other items required under Mukhya Mantri Mufat IlaazYojana will be provided by the university. Presently the work at drug distribution counters is done manually but the institute is in the process of automatization of the Drug distribution counters by way of installing requisite computers and software at the counters. The scope of work requirement of counter & qualifications of personnel:-

No. of Counters	Requirement of staff	Qualifications
40	One Pharmacist for each Counter	A degree of B. Pharmacy from an institute approved by Pharmacy Council of India or All India Council for Technical Education and should be registered as Pharmacist with Haryana State Pharmacy Council.
	One Counterman for each Counter	Counterman/ Delivery Boy who should have a Diploma in Pharmacy from a recognized institute and registered as Pharmacist with Haryana Pharmacy Council
	Two Data Entry Operator on five Counters	Graduate with one year PG Diploma in Computer Application from recognized Institute/ University/ Govt. of Haryana

The scope of work for all the above stated categories of human resource services (which includes both manual and computerized work) is as follows:-

a) Distribution and dispensing of different kinds of drugs to the patients at the drug distribution counters. The Counter Man will assist the pharmacists in performing various duties including dispensing of drugs etc.

b) The medicines available in the institute will be provided to the outsource service providers by the regular staff members of the institute on daily basis. The service provider shall dispense these drugs to the patients and hand over the balance drugs to the supervisory staff at the end of OPD. The outsource service provider shall maintain the record as desired by the authorities and in the format prescribed by the University. This work shall be done manually, till the time the processes of drug distribution are automatised by installing the requisite computers and software. The accounting and tracking of medicines/ other desirable items (if any) should be done on a real time basis after automatisation of the drug distribution counters.

c) Queue management system is installed on all the drug distribution counters. Token number will be given to the patients as per their turn. The outsource service provider shall accept the prescriptions in sequence of token numbers issued.

d) As patient counts very high, the entire objective of a perfect flow is to ensure that prescription stays for minimal time inside the drug distribution counter and turn time should be kept to a minimum possible time.
e) Prescription will be fed in to the system manually and software will automatically suggest right alternative medicines based on its chemical compositions which will be available at the pharmacy counter.
f) The medicines should be dispensed on "first Expiry First out" method.
g) Generic version of drugs will be freely dispensed as an alternate to brand prescription; however, the medicine will be stored and accounted brand wise and batch wise.
h) Drug picking will be done through the prescription document/ OPD Card.
i) The service provider shall explain the dosage, route etc. of medicines to every patient as written on their prescription slip.
j) The Data Entry Operators hired by the contractor should be proficient in work related to Data Entry in the computers and all other related works e.g. full knowledge of MS Office, Microsoft excel, internet etc.
k) The competent authorities reserve the right to extend the above stated scope of work related to drug distribution at any time during the contract period.

Note: 1. The company shall quote separate rates including everything for each counters and then add the rates of each counter to arrive at the total rate of providing the services at all drug distribution counters as per the sheet attached at Annexure-I

2. The pre bid meeting will be held with the vendors. The date and time of the same will be communicated by the institute.

I.ESSENTIAL ELIGIBLITY CRIETERIA

1. The contractor should have provided outsourcing services for at least two consecutive years to an organization of similar complexity or a hospital/ hospitals having capacity of minimum 300 beds/ universities/ public sector undertakings of Govt. of Haryana or Govt. of India.
2. The firm shall have an annual average turnover of not less than 30 lacs during the last three financial years. The firm shall submit the turn over statement duly verified by the charted accountant at the time of submission of tender.
3. Please enclose the following supportive essential documents before submission of tender enquiry dully filled and signed in all respects:-
   - Registration certificate of the firm under Companies Act, duly attested by the Ist class Magistrate/ Notary Public.
   - Certificate of latest labour contract license, duly attested issued by the labour Commissioner of the respective areas.
   - Details of contracts executed during the last two years (Attach documentary proof- duly attested).
   - Copy of registration with ESI/ EPF authorities and their ESI & EPF No issued by the respective department and duly attested.
   - Latest income tax certificate duly attested.
   - Earnest money as mentioned in tender notice.
   - The copy of necessary documents/ certificates of all above, duly attested be enclosed with technical bid.

4. Bidders should not be blacklisted or debarred in the past by any government institute/hospital (in the past means since incorporation of the company). Eligible Bidders must submit an affidavit regarding the same on stamp paper, failing which bid will be rejected. False information if submitted then bidders will be black listed.

II. GENERAL TERMS AND CONDITIONS ARE AS UNDER:-

1. The contract shall be initially for the period of 24 months from the date of commencement of the contract. The contract shall be valid for two years but to be reviewed after completion of one year period and to be allowed to continue for further one year subject to satisfactory services.
2. The staff engaged by the Contractor shall be available at all the times as per their duty roster and shall provide a copy of the same to the Medical Superintendent/ concerned controlling authority, and they shall not leave their place of duty during duty hours on any pretext. Supervision must be provided to ensure correct performance of the said Manpower in accordance with the prevailing assignments/ instructions agreed upon between the parties.
3. The Contractor shall be responsible to provide immediate replacement of any staff that is not available for duty at the place of posting.
4. The requirement of services to be provided can be increased/ decreased, as per actual requirements from time to time and the payment becoming due shall also vary accordingly.
5. Each of the personnel shall perform eight hours duty each day (i.e. within a period of twenty four hours) and shall be given a weekly day off after six days continuous working. However, the contractor shall deploy his staff in shift duties for round the clock functioning of one drug distribution counter each at Accident & Emergency Department and Trauma Care Centre.
6. The University authorities shall have the right to ask for the removal of any person of the Contractor who is not considered to be competent and orderly in the discharge of his duties.
7. The Contractor shall give an undertaking to the following effect in form of an affidavit of Rs.5/- on non-judicial stamp paper (duly attested) by the Notary Public / 1st Class Magistrate and the same shall be part of the agreement.

   > "The contractor shall deposit all the contribution like Provident Fund, Employee State Insurance etc. with the appropriate authority regularly and that the contractor shall be responsible for implementation of provisions of legislation and rules there under as made applicable by the appropriate Govt. to the class of workers in respect of present contract as been awarded."

8. Monthly duty roster of the employees should be prepared and a copy of the same should be sent to the office of Medical Superintendent. Frequent changes in the posting of personal should be avoided so that functioning is not adversely affected.
9. The contractor shall not engage any sub-contractor to carry any obligations under the contract or transfer the contract to any other person/firm in any manner.
10. The contractor shall work, under the overall supervision of the Medical Superintendent or any other officer authorized by the PT. B.D.S. UHS, Rohtak for the execution of the contract and for the day-to-day services of the PT.B.D.S. UHS, Rohtak. The contractor shall undertake the said services during hospital timings or as per instructions of the authorities and as per the requirement of PT.B.D.S. UHS, Rohtak.
11. The monthly payment shall be made to the contractor on a certificate of rendering of the satisfactory services by the Medical Superintendent.

12. The contractor shall be required to furnish a performance security/ Bank Guarantee within 7 days of receipt of 'Letter of Award' for an amount equal to 10% (Ten percent) of the estimated total cost of the contract for one year in the form of fixed deposit receipt from a commercial bank, or bank guarantee from a commercial bank in an acceptable form in favor of the Registrar, UHS, Rohtak. The performance security/ Bank guarantee shall remain valid for a period of sixty days beyond the date of all contractual obligations. In case the contract period is extended further, the validity of Performance security shall also be extended by the contractor accordingly.
13. The contractor shall open its bank account in the SBI, Medical College, Rohtak and disburse the wages to its staff through bank transfer/NEFT/Aadhaar Payment Bridge (APB), and Authenticated documents of payments should be attached.
14. In case of any dispute arising out of the above agreement between the PT.B.D.S.UHS, Rohtak and the contractor the matter shall be referred to the Vice Chancellor of Pt. B.D. Sharma University of Health Sciences, Rohtak according to arbitration and Conciliation Act, 1996 (26/1996), for arbitration whose decision shall be final and binding on both the parties. In case of any legal dispute between the two parties, venue of the arbitration shall be at Rohtak only.
15. Apart from and without any prejudice to the items specifically mentioned / issues taken up in the contract, the contractor shall be bound by the instructions issued by the PT.B.D.S. UHS, Rohtak from time to time and as such these instructions shall be deemed to form a part of the contract.
16. PT.B.D.S. UHS, Rohtak reserve the right to increase or decrease the total number of counters required for different services. The decision of the Vice-Chancellor in this regard shall be final and binding.

III. Penal Provisions:

a) In case any personnel deployed under the contract is (are) absent, suitable replacement has to be provided immediately, otherwise a penalty of Rs300/-per person absent on that day shall be deducted from the Contractor bills.
b) In case any of the Contractor's personnel deployed under the contract fails to report in time and Contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point III (a) shall be imposed.
c) In case any public complaint is received attributable to misconduct/ misbehavior/ drunken state of Contractor's personnel and as verified by the competent authority, a penalty of Rs 5000/- for each such incident shall be levied and the same shall be deducted from the Contractor's bill. Further the concerned guilty person shall have to be withdrawn by the Contractor.
d) The competent authority for imposing the penalty shall be the Vice-Chancellor/ Director/ Medical Superintendent/ official authorized by the Vice-Chancellor.
e) The contractor shall be responsible for the conduct and behavior of its workers. If any employee of the contractor is found misbehaving with the supervisory staff of the PT. B.D.S. UHS, Rohtak or the general public, the contractor shall terminate the services of such employees at their own risk. The contractor shall issue necessary instructions to its employees to act upon the instructions given by the supervisory staff of the PT. B.D.S. UHS, Rohtak.

f) The contractor will be penalized Rs 2000/- for the first instance, Rs 5000/- for the second instance and Rs 10,000/- for third occasion of not providing the satisfactory services. However, in spite of repeated penalties, if services are not improved then the authority will be at liberty to terminate the contract after issuing show cause notice and till maturity of subsequent contract the continuation will be got done at the risk and cost of the second party recoverable from his security/ bank guarantee.

g) In case of any breakdown in the services, caused due to any reason a fine of Rs 25000/- for 1st instance, Rs 50,000/- for 2nd instance and Rs 75,000/- for 3rd instance and onward will be imposed.

h) The University authorities shall have the right, within reason, to have any person removed, who is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff under intimation to the competent authorities.

i) The University authorities reserve the right to withdraw or modify this tender to any extent at any time without assigning any reason.

IV.SERVICE PROVIDER'S/ CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Service Provider/ contractor 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 continue to take all necessary and further actions (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 and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the UHS;

c) shall, on the execution of this agreement and providing services to the University, not violate, breach and contravene any conditions of any agreement entered with any third parties ;

d) has complied with and obtained necessary permissions/licenses/ authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

V. OBLIGATIONS OF THE SERVICE PROVIDER/ CONTRACTOR

a) The regularity of the performance of the service will 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 University from time to time.

b) The assessment made by the Service Provider/ contractor in the tender including 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/ contractor.

c) If the University notices that the personnel of the Service Provider/ contractor has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider/ contractor who will take corrective steps immediately to

avoid recurrence of such incidents and reports to the University.

d) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the University or itself can take action in accordance with law.

e) The Service Provider/ contractor shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider/ contractor of its obligations under this agreement.

VI.SUBMISSION, VERIFICATION AND PAYMENT OF BILLS

a) The contractor shall raise the bills to Registrar, UHS, Rohtak on monthly basis along with proof of payment of wages, EPF, ESI contributions of the same month.

b) As per orders of the Chief Secretary to Government of Haryana vide letter No. 16/7/2015-3GSII dated 06.06.2016, it has been decided that the wage rate/ wage formula mentioned in Para (ix) of Part-I of the policy dated 06.04.2015 be revised w.e.f. June, 2014 till date keeping in view a 5% increase from 1st April of every subsequent year (rounded to be next Rs. 10/-) and wages shall be paid to the contractual employees on fixed minimum wages or DC rate of relevant District, whichever is higher.

As per Notification of the Deputy Commissioner, Rohtak vide order Endst. No. 580-679/DN dated 10.06.2016, the DC rates, Rohtak are higher than Minimum Wages mentioned in the policy. The DC rates of the relevant categories applicable in this tender are as under:-

Name of the Post	DC rates (in Rs.)
Pharmacist	14750/-
Counterman	14500/-
Data Entry Operator	13500/-

Whenever, DC rates are enhanced, proportionate increase in the quoted rates will be allowed.

c) The service provider shall have to pay wages to its workers latest by 7th of respective month before submitting the claim for re-imbursement as per this contract agreement. The service provider shall submit the bill with concerned officer for re-imbursement of the same by 10th of every month. In case the bill is not processed in time the competent authorities of UHS, Rohtak reserves the right to release the wages part of the bill and other part of bill will be reimbursed after proper verification. In case the contractor failed to submit bill for reimbursement by 10th of the succeeding month, then the penalty at the rate of Rs.2000/- per week will be levied against the contractor.

d) Each bill claim of the contractor should accompany the following information. List showing the detail of labourers/employees engaged along with the Aadhaar Number/EID Number. In case any labourer/employee is not having the Aadhaar Number/EID Number the same should be got enrolled at the nearest Enrolment center. In exceptional cases where neither Aadhaar Number nor EID Number can be made available, other details like bank account may be submitted.

e) Payment of the bills shall be made to the firm as early as possible and subject to satisfactory report of the work from the controlling officer/ Designated Officer.

f) TDS towards income tax, service tax and any other statutory taxes/ cesses/ levies as per rules on the rates prevalent at the time shall be deducted at source and deposited with the concerned quarters in Rohtak by the contractor.

g) The contractor shall be responsible for payment of wages to its staff on fixed minimum wages or DC rate of relevant District, whichever is higher.

VII. DISCIPLINE

(a)The Service Provider/ contractor shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at University option, and would be subject to verification at any time. The University may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed. The contractor shall provide different dressed. The contractor shall provide different dressed for each category (i.e. Blue apron with name plate for pharmacist/ counter Man or Delivery Boy and white shirt & black pent with name plate for Data Entry Operator) at their own cost.

(b)The University shall always have the right and liberty to do surprise inspection at its sites.

(c)The services rendered by the Service Provider/ contractor under this agreement will be under close supervision, co-ordination and guidance of the University. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the University from time to time.

(d)It is understood between the parties hereto that the Service Provider/ contractor alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the University. University shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would University be liable for any claim(s) whatsoever, of any such person(s).

VIII. NATURE OF AGREEMENT

The parties hereto have considered and agreed to 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 the University and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of University, except to the 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 the University. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, ESI, minimum wages, bonus, gratuity etc.

(c)University shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and/ or indirectly, in any manner whatsoever.

IX STATUTORY COMPLIANCES

(a)Service Provider shall obtain all registration(s)/permission(s)/ license(s) etc. which are/may be required under any labour 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 University indemnified against all losses, damages and claims actions taken against University by any authority/office in this regard.

(c)Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and 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 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 law.

(d)The Service Provider shall give an undertaking by the 22nd of each month in favour of the University that he has complied with all his statutory obligations.

X ACCOUNTS AND RECORDS

(a)The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this agreement in the manner specified by the University.

(b)The Service Provider shall forthwith upon being required by the University, allow University or any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the University 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 University. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the University for such discrepancies or overcharge.

XI INDEMNIFICATION

(a)The Service Provider shall at its own expenses make good any loss or damage suffered by the University as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the University or otherwise.

(b)The Service Provider shall at all times Indemnify and keep indemnified the University 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 the University, which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, damage or compensation under labor 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 the University shall be as provided hereinbefore.

(c)The Service Provider shall at all times indemnify and keep indemnified the University 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 the University premises or before and after that.

(d)That, if at any time, during the operation of this agreement or thereafter the University is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts 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) hereinabove, the Service Provider shall immediately pay to the University all such amounts and costs also and in ail such cases/events the decision of the University shall be final and binding upon the Service Provider. The University shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

XII LIABILITIES AND REMEDIES

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 University shall be entitled to provide services from other sources and the Service Provider shall be liable to pay forthwith to the University the difference of payments made to such other sources, besides damages at double the rate of payment.

XIII LOSSES SUFFERED BY SERVICE PROVIDER

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

XIV TERMINATION

- If contractor commits breach of any covenant or any clause of this agreement, University may send a written notice to Service Provider to rectify such breach within the time limit 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 Department for losses or damages on account of such breach.
- The PT.B.D.S. UHS, Rohtak 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 arrangement for the benefit of creditors.

JURISDICTION

The courts at Rohtak alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this agreement/contract. It is specifically agreed that no court having jurisdiction outside the revenues limits of Rohtak District shall have any right to try any matter arising in concern here of.

FORCE MAJEURE

Any failure or omission or commission to carry out the provisions of this contract by the contractor shall not give rise to any claim by any party, one against the other, if such failure or omission or commission arises from an act of God, which shall include acts of natural calamities such as fire, flood , earthquake, hurricane or any pestilence or from civil strikes, lockouts and strike compliance with any statue and/ or regulations of the Government, lockouts and strikes, riots embargoes or from any political or other reasons beyond the Second Party's control including war (whether declared or not), civil war or state of insurrection. Provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force Majeure conditions.

ANNEXURE – I : FINANCE BID

Sr. No.	Drug Distribution Counters	Rate to be quoted by the firm for one month (in Rs.)	Annual Rate to be quoted by the firm (in Rs.)
1	One drug distribution counter.		
2	Total 40 drug distribution counter.		

Note:- The financial bid is to be quoted by keeping in mind the following services at drug distribution counters:-

No. of Counters	Requirement of one counter	Qualifications
40	One Pharmacist	A degree of B. Pharmacy from an institute approved by Pharmacy Council of India or All India Council for Technical Education and should be registered as Pharmacist with Haryana State Pharmacy Council.
	One Counterman	Counterman/ Delivery Boy who should have a Diploma in Pharmacy from a recognized institute and registered as Pharmacist with Haryana Pharmacy Council
	Two Data Entry Operator on five Counters	Graduate with one year PG Diploma in Computer Application from recognized Institute/ University/ Govt. of Haryana

Note:-

1. **The bidder shall get the rate interest of probation counter in terms of Govt. of Haryana letter No. 16/7/2015-IGSII dated 06.04.2015.**
2. **As per orders of the Chief Secretary to Government of Haryana vide letter No. 43/5/2001-3GS-II dated 20.02.2014, a Service Provider, who offers services at zero margins, shall not be given the contract.**
3. **Whenever, DC rates are enhanced, proportionate increase in the quoted rates will be allowed.**

Annexure –II

TECHNICAL EVALUATION OF BID

Sr. No.	Documents asked for	Enclosed (Yes/No)	Page number
1	Bid Security (EMD) of Rs…….. in the form of FDR issued by any scheduled commercial bank in favor of The Registrar, Pt. B.D Sharma UHS, Rohtak valid for 45 days beyond the Tender validity period.		
2	One self – attested recent passport size photograph of the authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Director/ Partners also.		
3	Undertaking on stamp paper of Rs. 100/- (Rupees one hundred only) as per format prescribed in annexure-VII).		
4	Self attested copy of the PAN card issued by the Income Tax Department with copy of Income Tax Return of the last financial year.		
5	Self attested copy of Service Tax Registration No.		
6	Registration Certificate of the firm under Companies Act, Duly attestedby the 1st class magistrate/Notary Public.		
7	Self attested copy of valid Provident Fund Registration number.		
8	Self attested copy of ESI registration number.		
9	Proof of experience as specified in clause No.1 of the essential eligibility criteria of the NIT along with satisfactory performance certificate from the concerned employers.		
10	Annual returns of previous three years supported by audited balance sheet / certification of Chartered Accountant.		
11	Average Annual Turnover of last three years (Not less than 30lacs) (Audited balance sheet / Certificate of Chartered Accountant to be enclosed) as per tender clause No. 2 of eligibility criteria given in NIT.		
12	Manpower on Roll (EPF/ESI return sheet for Pharmacist, Counter Man and Data Entry Operator and salary statement for other staff to be enclosed.)		
13	Certificate of latest labour contract license, duly attested issued by the labour Commissioner of the respective areas.		
14	Detail of ownership and control.		
15	Affidavit attested by Notary that firm is not blacklist/Debarred.		
16	Certificate of declaration of acceptance of all terms and conditions of the tender by the bidder.		

17	Details of contracts executed during the last two years (Attach documentary proof – duly attested).		
18	if any other.		

Note:-<u>Photocopies of all necessary documents duly self attested must be attached for verification of the information provided</u>.

(Signature of bidder)

Name and Address (with Seal)

Tele No. Fax No.

ANNEXURE-III

FORM OF SERVICE AGREEMENT

(REQUIRED AFTER AWARD OF CONTRACT)

THIS AGREEMENT is made on this…….....day of….....……2016, between the Registrar, UHS, Rohtak (Haryana) acting through..... Department, Government of Haryana (hereinafter referred to as the "Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s _____, a company registered under the Companies Act, 1956/a partnership firm constituted between ……, having its place of business or registered office at ……acting through ..... .its Managing Director/Partner (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the Outsourcing Policy survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part.

WHEREAS the Service Provider is engaged in the business

of providing…….....….Services;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the Department under this agreement;

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

NOW, THEREFORE, THIS AGREEMENT WITNESSEH AND IT IS AGREED BYAND BETWEEN THE PARTIES AS UNDER:

1. **SERVICE PROVIDER'S REPRESENTATION AND WARRANTIES**

The service provider hereby represents warrants and confirms that the Service Provider—

1.1 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 continue to take all necessary and further actions (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;

1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the UHS, Rohtak;

1.3 shall, on the execution of this agreement and providing services to the Department, not violate, breach and contravene any conditions of any agreement entered with any third party/ies ;

1.4 has compiled with and obtained necessary permissions/licenses/ authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

(a) The Service Provider shall operate and provide services to the Department at its various sites on ……Days a week from ……am. to …….p.m. List of services and the material are as prescribed in Annexure 'II'.

(b) The regularity of the performance of the service will 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 maintain its performance as determined by the Department from time to time.

(c) The assessment made by the Service Provider in the tender including 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 the Department notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the Department.

(e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department or itself can take action in accordance with law.

(f) The Service Provider shall furnish a personal guarantee of its Managing Director/ Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.

3. TERMS OF PAYMENT

(a) Fees and charges for the services to be rendered are at Annexure 'II' as agreed to between the parties.

(b) All payments made by the Department shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.

(c) The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and /or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.

(d) The Service Provider will have to produce the register of wages or the register of wages-cum- muster roll of the preceding month along with the bill to be submitted on the 10thday of every calendar month for verification to the nominated official of Department. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Department.

4. SUBMISSION AND VERIFICATION OF BILLS

The Service Provider shall submit on a monthly basis the bills for the services enable the Department to verify and process the same.

5. DISCIPLINE

(a) The service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Department's option, and would be subject to verification at any time. The Department may refuse the entry into its premises to any personnel of the Services Provider not bearing such Outsourcing Policy identity card or not being perfectly dressed.

(b) The Department shall always have the right and liberty to do surprise inspection at its sites.

(c) The service rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the Department. The Service Provider shall frame. Appropriate procedure for taking immediate action as may be advised by the Department from time to time.

(d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the Department. Department shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would Department be liable for any claim(s) whatsoever, of any such person(s).

6. NATURE OFAGREEMENT

The parties hereto have considered 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 the Department and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of Department, except to the 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 the Department. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/salaries and/other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc.

(c) Department shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and! Or indirectly, in any manner whatsoever.

7. STATUTORY COMPLIANCES

(a) Service Provider shall obtain all registration(s)/permission(s)/ license(s) etc. which are/may be required under my labour 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 Department indemnified against all losses, damages, and claims actions taken against Department by any authority/office in this regard.

(c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall dulypay all sums of money to such staff as may be required to be paid under such laws. 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 law.

(d) The Service Provider shall give an undertaking by the 22nd of each month in favour of the Department that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as Annexure 'IV' to this agreement.

8. ACCOUNTS AND RECORDS

(a) The Service Provider shall maintain accurate account and records, statement of all its operations and expenses in connection with its function under this agreement in the manner specified by the Department.

(b) The service Provider shall forthwith upon being required by the Department, allow Department or any of it's authorized representatives to inspect, audit or take copies of any

records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the Department 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 the Department. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Department for such discrepancies or overcharge.

9. INDEMNIFICATION

(a) The Service Provider shall at its own expenses make good any loss or damage suffered by the Department as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Department or otherwise.

(b) The Service Provider shall at all times Indemnify and keep indemnified that Department 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 the Department which may be made under the workmen's Compensation Act, 1923 or any other Actsor any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or there personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made thereunder 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 the Department shall be as provided hereinbefore.

(c) The Service Provider shall at all times indemnify and keep indemnified the DepartmentOutsourcing Policy 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 the Department's premises or before and after that.

(d) That, if at any time, during the operation of this agreement or thereafter the Department is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts 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) hereinabove, the Service Provider shall immediately pay to the department ,all such amounts and costs also and in all such cases/events the decision of the Department shall be final and binding upon the Service Provider. The department shall be entitled to deduct any such amounts as aforesaid, from the security' deposit and/or from any pending bills of the Service Provider.

10. LIABILITIES AND REMEDIES

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 Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Department the difference of payments made to such other sources, besides damages at double the rate of payment.

11. LOSSES SUFFEREDBY SERVICE PROVIDER

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

12. TERMS

This agreement shall be effective for a period of……..years with effect from ……upto …….and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Department.

13. TERMINATION

(a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.

(b) If Service Provider commits breach of any covenant or any clause of this agreement,Department may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall stand terminated and Service Provider shall be liable to Department for losses or damages on account of such breach.

(c) The Department 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 arrangement for the benefit of creditors.

14. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of the Department shall be a ground for termination of this agreement forthwith.

15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

(a) The Service Provider shall furnish to the Department 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 Department in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Department.

16. SERVICE OF NOTICE

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 of such other addresses as may be intimated from time to time in writing.

Department	Service Provide
……	……..
……	……

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of Department and it undertakes that it shall not, without Department's 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.

18. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writing and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

19. AMENDMENT/MODIFICATION Outsourcing Policy

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

20. 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 will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

21. CAPTION

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.

22. WAIVER

At any time any indulgence or concession granted by the Department 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 the Department 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 a 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 the Department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authority's demands or requirements.

24. DISPUTE RESOLUTION

This agreement shall be deemed to have been mode/executed at Rohtak 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 to be appointed by the Vice Chancellor, UHS, Rohtak. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be Rohtak.

25. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Rohtak shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

26. All other terms and conditions and clauses given in the tender document will also be a part of this MOU.

27. 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 order acceptance, it will be taken that all terms are acceptable.

28. LIST OFANNEXURE

ANNEXURE 'II' .....

ANNEXURE 'IV' ……..

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HAVE 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: Signature:

Name : Name:

Date: Date:

Designation: Designation:

2. Signature

Name: For and on behalf of the

Governor of Haryana

Date:

Designation:

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature: Signature:

Name : Name:

Date: Date:

2. Signature

Name: For and on behalf of the
Service Provider

Date & Address

ANNEXURE-IV

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED OF Guarantee made this day of _____ between_____ (Name of the Bank) (hereinafter called the "Bank") of the one part and Registrar, UHS, Rohtak (hereinafter called the "Department") of the other part.

2. WHEREAS PGIMS/UHS, ROHTAK has awarded the contract for Drugs Distribution services contract for Rs._____(Rupees in figures and words) (hereinafter called the "contract") to M/s_____ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Name of the Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____(Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Department, the bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contract and without the necessary to prove to the bank the liability or damages resulting from any defects or shortcomings or debates of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the bank or the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by

the Department for the payment hereof shall in no way relieve the bank of their liability under this deed.

10. The expressions “the Department”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (month) _____ (year) being herewith duly authorized.

For and on behalf of the _____Bank

Signature of authorized Bank official

Name_____

Designation_____

I.D. No. _____

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-I	Witness-II
Signature:-_____	Signature:-
_____	
Name:-_____	Name:-
_____	
Address:-_____	Address:-
_____	