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

Tender Cost:- Rs.2000/-

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	Deployment of agency for providing bearer Services for two years (Initially for one year & extendable for another one year subject to satisfactory services) at all the areas excluding Hospital areas at University of Health Sciences, Rohtak (UHS), 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 **deployment of agency for providing bearer Services in different areas excluding Hospital areas for two year at UHS, Rohtak.**
2. I/We am/are now enclosing herewith the FDR No._____ dated _____ for the Rs…… drawn in favour of the Registrar, Pt. B.D Sharma UHS, Rohtak toward EMD/BID security.

   Note: Tender not accompanied with EMD/Bid security along with 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 initialed.
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 21 (Twenty One) 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 & condition 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 along with tender documents failing which the tender shall be rejected.
3. All the terms & conditions and rates have been indicated in the quotations would be presumed to have been included in the quoted rates and that the rates are inclusive of all taxes and other terms & conditions are also as per Pt. B.D. Sharma, University of Health Sciences, Rohtak requirements.
4. This forwarding letter duly signed invariably is returned along with tender furnished, failing the tender shall be rejected.
5. Tender not accompanied with EMD/BID security along with Techno-commercial bid shall be summarily 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 HEALTH SCIENCES, ROHTAK

NOTICE INVITING TENDER FOR BEARER SERVICES

The Registrar on behalf of the Vice-Chancellor, Pt. B. D. Sharma University of Health Sciences, Rohtak invites sealed tenders under Two-Bid system from reputed agencies, having capacity to provide integrated bearer Services for different areas excluding Hospital areas at the UHS, Rohtak for a period of two years (Initially for one year and extendable for another one year subject to satisfactory services) through open tendering system.

Name of work & file reference	**Tender Cost (in Rs.)**	**EMD/Bid Security (in Rs.)**
Deployment of Agency for providing Bearer Services for two years (Initially for one year and extendable for another one year subject to satisfactory services) at all the areas at UHSR except Hospital Areas (Two-Bid System).	2,000/= (Rupees Two Thousand only)	4,12,000/= (2% of the total cost) (Rupees Four lacs and twelve thousand only)

Estimated cost is Rs.2.06 crore (approx.) for one year

The tender form can be downloaded from UHSR websites: uhsr.ac.in. The cost of tender i.e. Rs.2,000/- have to be deposited along with the tender 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 02-11-2016 up to 01.00 PM and Technical Bids will be opened by the Tender Opening Committee in the presence of tenderers or their authorized representatives who wish to be present on 02-11-2016 in the Council Room, PGIDS, 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 be 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, Rohtak websites: **uhsr.ac.in.** The prebid meeting of tender will held on 17-10-2016 in the Council Room, PGIDS, Rohtak at 12 .00 Noon.

Instruction to bidders

1. **General**:-

1.1 Providing bearer services in different areas excluding Hospital areas of Pt. B. D. Sharma, University of Health Sciences, Rohtak as per terms and conditions of the tender.

1.2 This tender covers the scope of work as mentioned in Annexure-II.

2. **Eligibility Criteria**:- The eligible Bidders need to fulfill the following:-

2.1. Should have provided or is providing bearer services or other outsource services during the last 5 (five) years i.e. January 2011 onward to any Medical college attached with at least 500 bedded hospital of State Govt. / Govt. of India, Public Sector Undertakings or any other State or reputed private Hospital

Or

any other institution (eg. Hotel, teaching institute etc.) of State Govt. / Govt. of India, Public Sector Undertakings or reputed private hotel teaching institute etc. under single contract/s (without any break) valid for one calendar year or more along with Satisfactory Performance Certificate issued by the organization. In case of public sector entity experience, the TDS certificate issued for the said value of the work should be enclosed by the bidder in support of the performance submitted through:

a) Three contracts for bearer services or any other outsource services, each having annual value of not less than Rs 82.40 lacs (40%)

OR

b) Two contracts for bearer services or any other outsource services, each having annual valve of not less than Rs 1.03 crores (50%)

OR

c) One contract for bearer services or any other outsource services, each having annual value of not less than Rs 1.65 crores (80%)

NOTE-1:

a. Completed work shall mean under one contract with extension/s. Work considered should either have been completed/concluded or should have been more than one year old live contract with due extension/s. In case of running contract more than one year old up to date payment made till date of issue of the performance certificate shall be considered.

b. The performance certificate to be attached by the bidder from the Organization(s)/Clients should be on Organization(s)/Clients letter head as per annexure "IX". In case performance certificate pertains to running contract, it is clarified that the firm shall submit the latest performance certificate (i.e. of the date after the floating of this tender) of their contracts running till date. This clause shall also be applicable on the vendors who are having their running contracts in UHS, Rohtak till date. Non compliance of this clause will make the firm ineligible.

c. The tender Technical & Financial Evaluation Committee may also accept performance certificate in other similar contents and its decision shall be final.

d. Work referred above should be in the name of the firm as a single entity and not aggregates of joint venture firms/associates or cartels.

e. In the case, any Agency provided/ has been providing bearer services at Pt. B. D. Sharma UHS, Rohtak should furnish satisfactory performance report issued by Pt. B. D. Sharma, UHS, Rohtak authorities along with bid.

2.2 Should have an annual average turnover of not less that Rs. 1.03 crores (Rupees One crore and three lacs only) during the last three financial years (i.e. 2013-14, 2014-15 & 2015-16) in the book of accounts duly attested by Charter Accountant.

Financial Year	Annual Turnover (in Crore)
2013-2014	Rs.
2014-15	Rs.
2015-16	Rs.

Note 1:

Attach audited balance sheets and profit and loss account statements. Details of annual turnover should also be furnished as per format given above on letter head of the Agency/ CA duly verified by a registered Chartered Accountant.

Note 2:

Annual returns (ITRs) should also be attached for last three Financial Years i.e. 2013-14, 2014-15 & 2015-16. In case ITR for the year 2015-16 is not filled till the last date of

submission of tender, than the vendor shall submit the provisional audited balance sheet prepared by the registered Chartered Accountant. The vendor shall submit the copy of ITR (Yr 2015-16) immediately after filling the same.

Note:- In case the contractor who had worked at UHS, Rohtak but their services were not found satisfactory, need not apply.

2.2 Please enclose the following supportive essential documents before submission of tender enquiry duly filled & signed in all respect:-

i) Registration certificate of your firm under Companies Act, duly attested by the 1st Class Magistrate /Notary Public

ii) The firm engaged in the business of providing bearer services or any other outsource etc. should be duly registered with Central Excise Division, as per Service Tax Rules, 1998/ Service Tax Act 1994 in the respective location (Documentary proof in this regard be enclosed along with tender documents).

iii) Certificate of latest Labour contract licence, duly attested issued by the Labour Commissioner of the respective areas.

iv) a) List of clients along with performance certificate showing clearly the number of persons employed.
b) Details of contracts executed during the last two years (Attach documentary proof-duly attested)

v) Copy of ESI code No .and EPF No. issued by the respective deptt. and dully attested.

vi) Earnest money as mentioned in tender notice.

vii) The firms engaged in the business should submit a certificate of Annual Turnover for last 3 years dully certified by Chartered Accountant.

viii) The firm should submit a certificate/ affidavit to the effect that it has not been blacklisted by any Govt./PSU/ Autonomous/Semi Government body of both central and any state government in last (05) years.

3. **General Instructions for the Bidders**:-

3.1. In the case of partnership, the Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2. The bidder shall submit full details of his ownership and control.

3.3. Bidder shall submit a copy of PAN card under the Income Tax Act.

3.4. Bidder must submit copies of all documents required, duly self attested, along with technical bid of the tender.

3.5. Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amounts. If the authorities subsequently find any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder null and void.

3.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under laws of India. Such action shall result in the rejection of the bid, in addition to other punitive measures as per relevant rules.

3.7 No request for change of name by the tenderer once sealed bids are received shall be entertained.

4. One Bid per Bidder:- Each bidder shall submit only one tender either by himself or through authorized person.

5. Cost of Bid:- The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute shall in no case be responsible or liable for those incurred costs, regardless of the conduct or outcome of the tender process.

7. The Tenderer should submit his tender in three parts i.e (i) Bid Guarantee (Earnest Money) (ii) Technical Bid (iii) Price Bid. Each part should be submitted in a separate sealed cover as under:-

(i) Bid Guarantee (Earnest Money) should be placed in a separate sealed cover duly super scribed **"BID GUARANTEE FOR AWARD OF CONTRACT FOR PROVIDING BEARER SERVICES AT ALL THE AREAS OF UHS, ROHTAK EXCEPT HOSPITAL AREA"**

(ii) Technical Bid should be placed in a separate sealed cover duly super scribed **"TECHNICAL BID FOR AWARD OF CONTRACT FOR BEARER**

SERVICES AT ALL THE AREAS OF UHS, ROHTAK EXCEPT HOSPITAL AREA".

(iii) Price Bid should be placed in a sealed cover duly super scribed **"PRICE BID FOR AWARD OF CONTRACT FOR BEARER SERVICES AT ALL THE AREAS OF UHS, ROHTAK EXCEPT HOSPITAL AREA".**

(iv) The above three envelopes should be placed in a big sealed envelope, which shall form the **Main Cover**. This main cover must be super scribed **"TENDER FOR AWARD OF CONTRACT FOR BEARER SERVICES AT ALL THE AREAS OF UHS, ROHTAK EXCEPT HOSPITAL AREA"** Due on **02-11-2016** at 01.00 PM and should be addressed to the Registrar, Pt. B.D Sharma UHS, Rohtak.

7.1.1. The Tender invitation Document has been prepared for the purpose of inviting tenders for providing bearer Services. The Tender document comprises of:-

a. Forwarding letter / undertaking (Annexure -I)
b. Notice invitation Tender
c. Terms and Conditions.
d. Detail of bearer services required
e. Technical Evaluation Bid (Annexure-III)
f. Undertaking (Annexure-IV)
g Form of Bank Guarantee for Bid Security (Annexure-V)
h.* Form of Agreement (Annexure-VI)
i.* Form of Bank Guarantee of Performance Security (Annexure-VII)
j. Format of Price Bid (Annexure- VIII)
k. Format of performance certificate (Annexure-IX)

* to be submitted after the award of contract.

7.1.2 The bidder is expected to examine all instructions, Forms, Terms and conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

7.2 Clarification of tender documents / Pre – Bid Meeting: -

7.2.1 The bidder shall check the pages of all documents against page number and in the event of discovery of any discrepancy or missing pages, the bidder shall inform the office of the Registrar, UHS, Rohtak before submitting the bid.

7.2.2 In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification during the **PRE BID MEETING** on the designated date and time as per Notice Inviting Tender. Any such clarification if agreed to by UHS, Rohtak would be issued as addendum to the tender document on the UHS, Rohtak web site only and issued bid document shall stand corrected/ detailed to that extent.

7.2.3 Except for any such written clarification by the Department, which is expressly stated to be an addendum to the tender document issued by the Office of the Registrar UHS, Rohtak no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.

8. Preparation of Bids

8.1 Language:- Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters or interpretation.

8.2 Documents Comprising the Bid: - Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in Bid.

8.2.1 The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.

8.2.2 One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3 The bidder shall deposit Bid Security i.e. Earnest Money Deposit (EMD) for an amount of Rs.04.12 Lacs (Rupees Four lacs and Twelve thousand only in the form of Fixed Deposit receipt from a commercial bank payable at Rohtak or Bank Guarantee from a commercial bank in an acceptable form in favor of the Registrar, UHS, Rohtak along with the Tender document. The Bid Security shall remain valid for a period of forty – five days beyond the final bid validity period of (180 days).

8.2.4 Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity including extension of validity, if any, and latest on or before the 30th day after the award of the contract. No interest shall be payable on the same.

8.2.5 EMD in any other form or the FDR/Term Deposit Receipt for a period less than forty five days beyond the final bid validity period of 180 days or amount less than Rs.04.12 lacs shall render the bid liable for outright rejection.

8.2.6 Bid shall be addressed to the Registrar UHS, Rohtak and submitted in the Council Room, PGIDS, Rohtak at the address given in the Tender document.

8.3 Bid Prices:-

8.3.1 Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the bearer Services in different areas excluding Hospital areas at UHS, Rohtak. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages or Deputy Commissioner, Rohtak rates (whichever is higher), ESI, EPF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2 The rates quoted by the Bidder shall be as per Annexure - VIII.

8.3.3 The bidder while quoting rate shall take into account the minimum service points/ sections of bearer services mentioned in terms and conditions of the tender document.

8.3.4 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. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages as approved by the Deputy Commissioner, Rohtak from time to time, ESI, EPF contributions, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

8.3.5 Conditional bids/ offers will be summarily rejected.

8.4 **Form of Bid:** - The Form of Bid should be completed in all respects duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, bid shall be signed by a duly authorized representative and relevant power of attorney shall be attached.

8.5 **Currencies of Bid and Payment:** -

8.5.1 The Bidder shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6 **Duration of Contract: -** The contract shall be valid for two years (Initially valid for one year & extendable for another one year subject to satisfactory services) however in breach of any terms and conditions of the contract, the contract shall be terminated summarily at any time and performance security will be forfeited.

8.7 **Bid Security: -**

8.7.1 The contractor shall deposit Bid Security i.e. Earnest Money Deposit(EMD) for an amount of Rs.04.12 Lacs (Rupees Four lacs and Twelve thousand only) in the form of an Fixed Deposit Receipt from a commercial bank in an acceptable form in favor of the Registrar, UHS, Rohtak along with the Tender document. The Bid Security shall remain valid for a period of forty – five days beyond the final bid validity period of (120 days).

8.7.2 Any tender not accompanied by Bid Security shall be rejected.

8.7.3 Bid Securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.4 Bid Security of the successful bidder shall be returned on receipt of Performance Security/ Bank Guarantee in the Department and after signing the contract agreement.

8.7.5 Bid Security shall be forfeited if the bidder withdraws or modifies his bid (unless with consent of UHS) during the period of Tender validity.

8.7.6 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security/ Bank Guarantee within the time as specified by the Department

8.8 **Format and Signing of Bid:** -

8.8.1 The bidder shall submit one copy of the Tender document and addenda, if any thereto, with each page of this document signed and stamped to confirm the acceptance of the terms & conditions of the tender by the bidder.

8.8.2 The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.8.3 The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary or correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. **Submission of Bids: -**

9.1.1 The bidder shall submit the Price Bid and Technical Bid in a separate sealed cover as per clause 7 (i to iv) of the tender.

9.1.2 The sealed cover of Price Bid and Technical Bid should consist of the following documents: -

a) Bid Security (Earnest Money Deposit) for an amount of 04.12 Lacs (Rupees Four lacs and Twelve thousand only) in the form of an Fixed Deposit Receipt from a commercial bank, in an acceptable form in favor of the Registrar, UHS, Rohtak.
b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/ Residential address and office Telephone numbers, Fax No. whether the bidder is a sole proprietor/ partnership firm and if partnership firm, names addresses and telephone numbers of Directors/ Partners also.
c) Self attested copy of PAN card under Income Tax Act.
d) Self attested copy of Service Tax Registration Number.
e) Self attested copy of valid Registration No./ Incorporation document of the Agency/ Firm.
f) Self attested copy of valid Provident Fund Registration Number.
g) Self attested copy of valid ESI Registration Number.
h) Proof of average Annual Turnover as stated in Clause 2 (II) supported by audited Balance Sheets/ certification of Chartered Accountant.
i) Proof of experience as stated in Clause 2 (I) supported by documents from the concerned organizations.
j) Complete tender document with all annexure duly filled and signed (**EXCEPT ANNEXURE VIII– which is NOT to be enclosed with the technical bid).**

9.1.3 The sealed cover of Price Bid should contain Annexure – VIII.

9.1.4 All the sealed covers shall be addressed to the Registrar UHS Rohtak and will be put in the Tender Box which is available in the Council Room, PGIDS, Rohtak of UHS, Rohtak

9.1.5 The tender shall remain valid and open for acceptance for a period of 6 months from the last date of submission of tender.

9.2 **Late and Delayed Tenders: -**

9.2.1 Bids must be received in the Department at the address specified above not later than the date and time as stipulated in the NIT. The UHS, Rohtak may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the UHS, Rohtak and the Bidder will be the same.

9.2.2 Any bid received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered.

10.1 **Bid Opening and Evaluation: -**

10.1.1 The authorized representatives of the UHS will open the Technical Bids in the presence of the Bidders or their representatives who may choose to attend at the appointed place, date and time.

10.1.2 The bid of any bidder who does not meet the eligibility criteria and / or has not complied with one or more of the conditions prescribed in the terms & conditions will be summarily rejected. Technical evaluation of only eligible bids shall be carried out.

10.1.3 Incomplete/ Conditional bids will also be summarily rejected.

10.1.4 Price bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

10.2 **Right to accept any Bid and to reject any or all Bids: -**

10.2.1 The UHS, Rohtak is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2 The UHS, Rohtak may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Departments/institution/local bodies/ municipalities/ public sector/ Previous Employers etc. in last 05 years.

10.2.3 If the successful bidder fails to furnish the performance security/bank guarantee or fails to execute the agreement within 03 weeks from the issue of the award, the authorities may terminate the contract. In such an eventuality, earnest money deposited shall stand forfeited.

10.2.4 ESI Account to be opened at Rohtak with in a month.

10.2.5 EPF Accounts to be opened at Rohtak and amount deposited accordingly with in a month.

10.2.6 Bank accounts to be opened at SBI, Medical College, Rohtak.

11.1 **Award of Contract: -**

11.1.1 The UHS, Rohtak will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2 The authorities will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which Department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3 The successful bidder will be required to execute an agreement in the form specified in Annexure – VI within a period of 03 weeks from the date of issue of Letter of Award but before the work is taken up for execution.

11.1.4 The successful bidder shall be required to furnish a Performance Security/Bank Guarantee within 03 weeks of issue of 'Letter of Award' for an amount equal to 10% **(Ten Percent)** of the estimated total cost of the contract for two years, in the form Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure –VII) 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 completion 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.

11.1.5 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

TERMS AND CONDITIONS OF BEARER CONTRACT

1. The contract shall be valid initially for two years from the commencement of the contract but to be reviewed after completion of one year period and to be extended subject to satisfactory services only.
2. The staff engaged by the service provider shall be available at all the times as per their duty roster and shall provide a copy of the same to the O/o Principle, PGIDS, Rohtak and they shall not leave their place of duty during duty hours on any pretext without the prior permission of the Nodal Officer/authorized officer at the respective area of the UHS, Rohtak. The supervision must be provided to ensure correct performance of the said bearer service in accordance with the prevailing assignment / instructions agreed upon between the two parties.
3. The service provider shall be responsible to provide immediate replacement of any staff that is not available for duty at the place of posting.
4. As per guidelines of the Hon'ble Supreme Court of India, no person will be allowed smoking in public place by the workers of the service provider. The service provider will be responsible, if any, workers provided by him are found smoking in the Institute and he will be penalized in accordance with the rules.
5. The detail of persons to be engaged/ deployed shall be submitted to be designated authority during last week of the month.
6. **Bearer Services Control Room:-**
   The company/ agency shall employ & post "**Bearer Services Control Room**" experienced in the field of bearer services work at the UHS, Rohtak premises at its own cost for taking care of queries/matters relating to bearer services and matters relating to the company and its employees and also for immediate interaction with the UHS, Rohtak authorities. The agency will have to maintain the telephone no. mobile, no., names of persons manning the control room in their office for any urgent communication regarding any extra-ordinary situation.
7. **Complaints redress:-**
   The supervisors of specific blocks/areas/floors shall interact with the incharge's of respective area/ blocks/floors for regular interaction on weekly basis. They shall take complaints and redress the same as may be raised in meetings.
8. **Penal Provisions:-**
   (a) In case the service provider fails to commence the work as stipulated in the agreement, the authorities reserve the right to impose and recover penalty as detailed below:-
      (i) 2% (two percent) of cost of order/agreement per week up to Two weeks delays in commencement of work.
      (ii) After two weeks delay as mentioned above, the authorities may cancel the agreement and get this job carried out preferably from any other agency from the open market/ other bidder. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he may be

black listed for a period of four years from participating in such types of tenders and his security deposit shall also be forfeited, if so warranted.

(b) In case any personnel deployed under the contract is (are) absent, suitable replacement has to be provided immediately, otherwise a suitable penalty of Rs. 300/- per person on that particular day as deemed fit may be deducted by the UHS, Rohtak from the service provider's bills.

(c) In case any of service provider's personnel deployed under the contract fails to report in time and service provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 8(b) above may be imposed by the UHS, Rohtak.

(d) The personnel engaged by the service provider should turn out dressed in neat and clean uniform (including proper name badges) failing which the agency may invites a suitable penalty of Rs. 200/- per person on each occasions as deemed fit by the authorities and habitual offenders in this regard shall be removed from work at the UHS, Rohtak. The penalty on this account shall be deducted from the service provider's bills.

(e) In case any public complaint received attributable to misconduct/ misbehavior/ drunken state of service provider's personnel and as verified by the competent authority, a suitable penalty for each such incident as deemed fit may be levied and the same shall be deducted from service provider's bill. Further, the concerned guilty person shall be withdrawn by the service provider. Besides legal action as required under relevant rules/ acts be also initiated against the guilty persons by the service provider.

(f) The bearer engaged by the service provider shall not take part in any labour union or association activities. In case of strike by a group of workers fine of Rs.25,000/- for 1st instance, Rs.50,000/- for 2nd instance and Rs.75,000/- for 3rd instance and onward will be imposed.

(g) If the contractor was found to be not providing the satisfactory services, the contractor may be penalized the amount of Rs.2000/- to Rs.10,000/- at each occasion. 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 & till maturity of subsequent contract the continuation will be got done at the risk and cost of the contractor recoverable from his security / bank guarantee.

(h) The competent authority for imposing the penalty shall be the Vice-Chancellor, Pro Vice-Chancellor, Registrar, Director, Medical Superintendent, Principal, PGIDS and Administrative Officer. However, it is clarified that the Vice Chancellor, UHS, Rohtak reserve the right to relax or exempt any penalty imposed under above cited clauses.

9. There shall be 8 hours shift duty in general.

10. The service provider shall issue EPF statement and ESI card to every worker and shall supply the Code Number allotted by the local ESI/ EPF authorities. In case of violation a suitable penalty may be imposed by the UHS, Rohtak.

11. The department will not be liable to the payment of compensation to any staff so deployed by the contractor (firm/company/person) on duty for any accident or health hazards suffered while working in the institute. This institution will not have any relation as employer and employee with persons deployed by the contractor (firm/company/person).

12. The competent authority as mentioned in point 8(h) above shall have the right, within reason, to have any person removed, who is considered to be undesirable or otherwise and similarly service provider reserve the right to change the staff with intimation to the concerned authorities immediately.

13. The Service provider shall submit an undertaking of verification of character antecedent of staff employed by him within 2 month to the authorities.

14. The service provider will maintain a register on which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be certified by the authorized officials of UHS, Rohtak.

Payment Related Clauses:-

15. 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.

16. 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 the 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 to the vender and other part of bill will be reimbursed after proper verification.

17. The payment will be released after the deduction of any penalty, if any, imposed by the competent authority as per contract agreement.

18. The Income Tax or any other statutory levy/tax as applicable will be payable by service provider and shall be deducted at source as per law.

19. The contractor would be required to fulfill the terms and conditions of the provision of EPF & Misc. Provision Act 1952 and employees provident Fund Scheme 1952 in respect of labourers/employees engaged by him for performing the works. Each bill claim of the contractor should accompany the following information:-

(a) 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 centre.
In exceptional cases where neither Aadhaar Number nor EID number can be made available, other details like bank account may be submitted.

(b) Duration of their engagement.

(c) The amount paid to labourers/employees for the duration in question. Payment should be made either through NEFT/Aadhaar Payment Bridge (APB), Authenticated documents of payments should be attached.

(d) Amount of EPF contribution (both employer & employees contribution) for duration of engagement in question, paid to the EPF authorities.

(e) Copies of authenticated documents of payment of such contribution to EPF authorities.The complete details of the UAN number of the employee, other details along with the amount transferred should be submitted.

(f) Declaration from the contractor regarding compliance of conditions of EPF Act-1952, labour laws & ESI Act.

20. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be excusively borne by the service provider including all compensation/ damage/ expenses/ fines/ deaths of personnel while on duty. The concerned service provider personnel shall attend the court as and when required.

21. The UHS, Rohtak does not recognize any employer-employee with any of the workers of the service provider. The contract worker is the employee of the service provider and can in no way claim any right for regularization of service with the institute.

22. The service providing agency should not employ any person below the age of 18 years and above the age of 50 years. The person cannot be deployed of more than 62 years of age. However, the competent authorities of UHS, Rohtak reserve the right to relax this clause.

23. The contractor will provide 20% female staff.

24. The Courts at Rohtak shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.

25. The service provider shall not hire personnel with dubious/criminal records.

26. The UHS, Rohtak shall not be responsible for providing residential accommodation to any of the personnel of the service provider.

27. The service provider shall not engage any sub-contract or transfer the contract to any other person in any matter except for the specialized work of façade cleaning. However the institute shall not make any extra payment to the contractor except agreed in the price bid.

28. The service Provider shall provide a help desk for providing the details of ESI & EPF contributions to their employees. The contractor shall submit an affidavit to the effect that he has deposited the ESI & EPF contribution of all employees as per the statutory provisions along with the submissions of bills.

29. The contractor shall give an undertaking/ affidavit to the effect that all the employees hired by him are having the prescribed qualifications.

30. The Vice Chancellor, UHS, Rohtak reserves the right to increase or decrease or withdraws the service points/ sections for the bearer services at any time before/during or after the contract. Further the Vice Chancellor reserves the right to increase or decrease the scope of work of bearer services.

31. Vice Chancellor, UHS, Rohtak reserves the right to withdraw this tender at any time and at any stage without assigning any reason.

32. **Licenses**:- Wherever relevant, before commencing the Work/Service the successful Tenderer shall be required to produce to the satisfaction, of the UHS, Rohtak a valid Contract Labour License (if employing labour) issued in its favour under the provision of the Contract Labour (Regulation and Abolition), Act 1970. On failure to do so, the acceptance of the Tender is liable to be withdrawn and also the Earnest Money is liable to be forfeited.

33. Biometric system should be installed by the contractor at its own cost for daily attendance in three shifts and details should be sent by email after half an hour of the commencement

of each shift followed by hard copy submitted during the course of the day. The bills will not be processed unless it is accompanied by attendance generated by biometric system. However the competent authorities reserve the right to relax this condition at any point of time during the contract.

34. Force Majeure: -

If at any time during the period of the contract, either party is subject to force majeure, which can be termed as natural disasters or, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or 21 days, whichever is more, either party may at its option terminate the contract.

35. **Dispute Resolution: -**

a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the **Vice-Chancellor**, **Pt. B. D. Sharma, University of Health Sciences, Rohtak**.

b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

c) The cost of Arbitration shall be borne by the defaulter. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Security Agency shall continue to be made in terms of the contract. Arbitration proceedings will be held at **Rohtak**.

36. Jurisdiction of Court: -

The courts at Rohtak shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Note: a) It is clarified that Vice Chancellor, UHS, Rohtak reserve the right to relax or amend/modify any clause of this tender document at any time before/during & after the contract period without assigning any reason.

37. SCOPE OF WORK OF THE CONTRACTOR Annexure - I

The tender is floated by the UHS, Rohtak for hiring a service provider for providing the Bearer services in all the areas of UHS, Rohtak except Hospital areas. The detail of the areas and scope of work for bearer services is as follows:-

The University areas excluding the hospital areas covered under this tender are as follows:

- Building housing the offices of University of Health Sciences
- Office areas of Vice Chancellor, Registrar, Director, Medical Superintendent etc.
- College building of PGIMS & PGIDS, Rohtak
- College of Nursing, College of Physiotherapy, College of Pharmacy
- Building housing the department of Microbiology/ Biochemistry etc.
- All Hostels buildings (Doctor's, Boys, Girls, Interns etc.), Open areas including roads
- Vishram Sadan, Library, Different lecture theatres etc.
- All ancillary and supportive services of UHS, Rohtak which are not directly involved in the patient's care services viz. Central Store, Gas Manifold, CSSD, Laboratories, Kitchen, Medical Record section etc.

It is clarified that the competent authorities of UHS, Rohtak reserve the right to increase or decrease the above stated areas at any time without assigning reason to the service provider.

Description of all areas of UHS, Rohtak except Hospital Area for Bearer services

Sr. No.	Details of all areas of UHS, Rohtak except Hospital Area	Tentative No. of points/sections where one bearer services is to be provided in a single shift	Remarks
1.	Vice Chancellor Office	2	The tentative broad distribution of points/ sections where bearer services are required by the UHS, Rohtak is provided in this table. The details of exact deployment points will be provided after finalization of tender. The contractor has to provide the leave reserve etc. from the sanctioned strength against these service points or sections. This is tentative detail and Vice Chancellor, UHS, Rohtak reserve the right to increase/ decreased or withdrawn them at any time without assigning any reason
2.	Pro Vice Chancellor Office	2	
3.	Registrar Office	2	
4.	Controller of Examination Office	2	
5	Dean Student Welfare	1	
6	Dean College Council	1	
7	Different Office areas of UHS, Rohtak	20	
8	Director Office	02	
9	Different office areas under O/o Director	18	
10	Dental College	07	
11	College of Pharmacy	02	
12	College of Physiotherapy	02	
13	College of Nursing	02	
14	Medical Superintendent Office	02	
15	Sr. Prof & Head, department of Hospital Administration	02	
16	Dy. Medical Superintendent Offices	03	
17	Different office areas under O/o Medical Superintendent	18	
18	Nursing Superintendent Office	01	
19	Main college building C/C to Admn. Block	10	
20	Building housing the Microbiology & other departments	05	
21	Vishram Sadan	2	
22	Hostels under UHS, Rohtak	16	
23	Lecture Theatre's of UHS, Rohtak	6	
24	Telephone Exchange	1	
25	Laundry	11	
26	Central Store	02	
27	Kitchen	03	
28	P.P Workshop	02	
29	Central Workshop	02	
30	CSSD	04	
31	Glucose plant	03	
This is a tentative number of points and the same may be increased or decreased as per the requirement. It is clarified that the sanctioned strength calculated from the tentative points (considering as a single shift on each points) given above in the table is inclusive of the relievers for the round the clock services where ever applicable.			

I. Scope of work of bearer to be deployed by the agencies:-

(The bearer provided by the contractor shall be able to read and write)

1. Dusting /cleaning of doors, windows, windows glasses and grill, wall, ceiling, exterior wall, tables, chairs, machineries and equipments etc. of various areas.

2. Daily dusting and cleaning of furniture provided in various offices other than hospital area.

3. Daily dusting and cleaning of windowpanes in staircases and in all rooms to be stain free all the time.

4. Different types of Signage boards/Notice boards etc. provided in building are to be cleaned by suitable methods. The said boards should be kept neat & clean always.

5. To disburse the dak and other officials files etc. from one deptt. to another deptt.

6. To serve water, tea, coffee etc in the offices and committee rooms.

7. To Carry out other duties as assigned by the HOD/Unit head/Section incharge/ authorized officer of UHS, Rohtak

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

Annexure –III

TECHNICAL EVALUATION BID

Sr. No.	Documents asked for	Page number at which document is placed.
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	Self attested copy of valid Registration number of the firm / agency.	
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 2.1 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 (clause 2.2 of NIT)	
11	Average Annual Turnover of last three years (in lacs) (Audited balance sheet / Certificate of Chartered Accountant to be enclosed)	
12	Manpower on Roll (EPF/ESI return sheet for Bearer and salary statement for other staff to be enclosed.)	
13	Experience of running bearer services or any other outsource services (in years). (Statement of deployment in various institution / bodies/ establishments since incorporation is to be enclosed)	
14	Volume / quantum of qualifying work/s done during last three financial years as specified in clause 2.1.1 of the NIT.	

15	Labour Licence	
16	Detail of ownership and control	
17	Affidavit attested by Notary that firm is not blacklist	
18	Certificate of declaration of acceptance of all terms and conditions of the tender by the bidder	
19	if any others	

Note:-

Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

(Signature of bidder)
Name and Address (with Seal)
Tele No. Fax No.

Annexure-IV

(On a stamp paper of Rs.100/-)
Undertaking

To

The Registrar,

PT. B.D.Sharma UHS

Rohtak.

Name of the firm/Agency_____

Name of the tender_____ Due date:_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

a) I/We abide by the provisions of 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, Contract labour Act and other statutory provisions like Provident Fund Act, ESI Act etc. and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per above stated policy as amended by the Government from time to time and shall be fully responsible for any violation.

b) The Contractor shall ensure that all the employees get wages on the rates approved by the Deputy Commissioner, Rohtak or Minimum Wages (whichever is higher) and other benefits admissible under various Labour Laws not later than 10th of every month. The Contractor shall provide full information in respect of the wages etc. paid to its employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act,1970 (Act 37 of 1970) and Rules of 1971 made there under monthly

(Signature of the Bidder)
Name and Address of the Bidder

Tel. No. **Fax No.**

Annexure-V

Form of Bank Guarantee for Bid Security

(Required before award of contract as clause 9.1.2 a)

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

KNOW ALL MEN by these present that we_____(Name and address of Bank), having our registered office at_____(hereinafter called "the Bank") are bound unto Registrar UHS, Rohtak (hereinafter called "the Department") in sum of Rs._____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____(Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing bearer Services (hereinafter called "the Bid")

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs._____ (Amount in figures and words) as Performance Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:-

1. That the Department may without affecting this guarantee grant time of offer to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
   (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial bank based in India.
   (b) Forty Five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.

4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

(i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; of

(ii) If the Bidder refuses to accept the corrections of errors in his bid; or

(iii) If the Bidder having been notified of the acceptance of his bid by the Department during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and / or (b) fails or refuses to enter into a contract within the time limit specified in para of the NIT.

(iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

(v) If the contract is terminated for the reason that the agency is blacklisted in any Government or in any other State Governments/Union Government.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Department having to substantiate his demand provided that in his demand the Department will note that the amount claimed (i), (ii), (iii) (a), (b), (iv) or (v), mentioned above, specifying the occurred condition or conditions.

Signatures of Witness	Signature of Authorized Official of the Bank
_____	Name of Official_____
	Designation_____
Name of Witness	ID No._____
Address of Witness	(Stamp/Seal of Bank)

ANNEXURE-VI

FORM OF SERVICE AGREEMENT
(REQUIRED AFTER AWARD OF CONTRACT)

THIS AGREEMENT is made on this…….....day of….....……2009, 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 WITNESSETH 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 and 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 from 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.

© 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.
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 be the minimum wages or DC, Rohtak rates (whichever is higher) as fixed or prescribed 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-cummuster roll of the preceding month along with the bill to be submitted on the 10th day 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 talking 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 01' 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 al1 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, 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 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 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 of any of its 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 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 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 there 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 the Department shall be as provided hereinbefore.

(c) The Service Provider shall at all times indemnify and keep indemnified the Department Outsourcing 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 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 judgement 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:
Name :
Date:
Designation:
2. Signature
Name:

Date:
Designation:

Signature:
Name:
Date:
Designation:

For and on behalf of the
Governor of Haryana

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature:
Name :
Date:

Signature:
Name:
Date:

2. Signature
Name:

Date& Address

For and on behalf of the
Service Provider

ANNEXURE-VII

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11.1.4 of the NIT)

(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 bearer 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 necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts 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 the 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, if 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:-_____

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

Annexure –VIII

TO BE FILLED BY THE BIDDER & ENCLOSED IN PRICE BID ENVELOPE

PRICE BID

1. **Description of work:** Service Contract for providing "**Bearer Service** for _____ " as per scope of work mentioned in Annexure _____ subject to fulfillment of other terms and conditions of the Service Agreement at Annexure _____
2. **Analysis of the Tender rate quoted:** Before filling the prize bid, the bidder shall read the provisions given in the tender clause 8.3 (8.3.1 to 8.3.6) carefully. The tenderer shall quote their rates in the following format:-

Sr. No.	Duration	Amount to be Quoted (In Indian Rs.)
1	Rates quoted for one month	
2	Rates quoted for one year	

Note :-

1. 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.
2. 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 or DC Rates, Rohtak (whichever is higher) along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance 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, Minimum Wage Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Haryana Contract Labour (R&A) Rules, 1974, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Employees Deposit Link Insurance (EDLI), etc. as applicable and as amended from time to time and or any other rules framed there under from time by the Central or State Government and /or any authority constituted by or under any Law, for the category of persons deployed by me/us.

Placed :_____

Signature of Tenderer _____

Dated _____

Full Name of Tenderer _____

Address _____

Note:-

1. The minimum service charges/ administrative charges quoted by the firm shall be 5% of the total work valve.
2. The following rates will be payable to the outsource employees:-

Sr. No.	Category of Outsource Employee	Wages
1	Bearer Supervisor	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.
2	Bearer	

3. The vendor shall make the payment to its workers as per the above stated policy i.e. DC, Rohtak rates or Minimum Wages (whichever is higher). If during the contract/ agreement period the DC, Rohtak rates or Minimum wages are enhanced/ revised by the State Government, then the enhanced rate will be reimbursed by UHSR Rohtak
4. The offers / bids which are not in compliance of DC, Rohtak rates/ Minimum Wages Act and any other Labour laws will be treated as invalid.
5. The contractor shall also enclose the detail cost sheet of the monthly and annual rates quoted in the price bid.
6. The contract shall be valid initially for one year but to be reviewed after completion of one year period and to be extended subject to satisfactory services only.
7. The bidders shall quote all rates in Indian Rupees.
8. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/ them in figures and as well as in words. Alterations, if any, unless legible attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible.

No. blanks should be left which would be otherwise made the tender liable for rejection.

(Signature of the bidder)
Name and address (with seal)
Tel. No. Fax No.

Annexure - IX

FORMAT FOR PERFORMANCE CERTIFICATE

It is certified that M/s. _____ (name of the Agency providing Bearer sevices) had provided bearer services to _____ (name of the organization) and this premises located at _____ (address of the organization) vide contract / agreement / MOU bearing No_____ dated _____ and had deployed _____ (in words) number of for bearer services at one time in this premises for the period from_____ (date) to _____ (date). The financial component of the bearer service contract for the subject services was Rs._____ (in words) during the contract. The performance of the firm was satisfactory during the contract. The annual turnover from _____ to_____ is Rs._____(in words)

Signature of the Head of Organization or its authorized signatory
With name, designation, date and seal