

**Notice Inviting Bid**  
**For**  
**Outsourcing of Class IV Staff at,**  
**Dr YS Parmar Govt Medical College, Nahan**

**File No** : No.HFW/ME/YSPGMC(B)5  
**Issue Date** : 11.1.2020  
**Last Date of Submission** : 04.02.2020 at 03:00 PM  
**Bid opening date (Technical bid)** : 04.02.2020 at 3:30 PM

# **DR Y S PARMAR GOVERNMENT MEDICAL COLLEGE, NAHAN**

No.HFW/ME/YSPGMC(B)5-3756

Dated 10<sup>th</sup> January 2020

## **NOTICE FOR INVITING BID FOR OUTSOURCING OF CLASS IV STAFF**

Sealed bids are invited under 'two bid system' from reputed agencies, firms either by themselves or as a partnership having capacity to provide Class IV staff, to Dr YSPGMC, Nahan for an initial period of 01( one) year or till the time regular staff is posted against these posts whichever earlier

**Last date for submission/receipt of bid (s) is 04.02.2020 at 03:00 PM** in the office of Principal, Dr Y. S. Parmar, Government Medical College, Nahan and the bid will be opened by the Bid Opening Committee in the presence of bidders or their authorized representatives, who may wish to remain present on the same day at 03.30 PM. in the in the office of Principal, Dr Y. S. Parmar, Government Medical College, Nahan .

Bid form containing specifications, terms and conditions can be downloaded from [www.yspgmc.org](http://www.yspgmc.org) and the cost of bid is to be paid through DD in favour of Principal, Dr YSPGMC, Nahan ( to be attached with the technical Bid). The tender must be accompanied with an earnest money of Rs 2,00,000/- Two Lakhs only in lump sum amount in the form of Fixed Deposit Receipt or Term Deposit Receipt from a scheduled commercial bank in the name of Principal, Dr Y.S.Parmar Government Medical College, Nahan along with the Bid document.

In case the day of opening is declared a holiday the bids will be received and opened on the next working day at the same time but the bid box will be sealed on the day and time, as scheduled above. The bids received after the above said scheduled date and time will not be considered. Bids received by FAX/ courier /post or any other mode will be not entertained.

-sd-  
Principal,  
Dr Y. S. Parmar, Government Medical College,  
Nahan

No. As Above

Dated:

Copy to:-

1. The Director, Information and Public Relation Department, HP, at Shimla -2, along with 6 spare copies for wide publicity with the request to get the same printed in two leading newspapers( English and Hindi.
2. The Director, Medical Education and Research, Himachal Pradesh at Shimla-9.
3. The, D.A (IT), Dr YSPGMC, Nahan, with the directions to upload the same on the website of the institution.

Principal,  
Dr Y. S. Parmar, Government Medical College,  
Nahan

**Outsourcing of Class IV Staff**

NOTICE INVITING BIDS

&

TERMS AND CONDITIONS OF BID

**Dr Y S PARMAR,  
GOVERNMENT MEDICAL COLLEGE,  
NAHAN, (H.P) 173001**

Phone No. 01702-224011, 222209

Website: [www.yspgmc.org](http://www.yspgmc.org)

**Last Date for submission of sealed offers at 12:00(NOON)**

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**Bid Form submitted by**

M/s.....

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## **NOTICE INVITING BID FOR OUTSOURCING OF CLASS IV STAFF**

### **INTRODUCTION**

Dr. YSPGMC, Nahan was set up by the Govt. of HP by upgrading the Regional Hospital, Nahan with the initial intake of 100 MBBS Students which was later on increased to 120 seats from 2019

At present the institute is running various academic & patient care activities for the students & general public at large around 600-700 patients visit the OPDs of the hospital daily. The new Academic & 300 bedded Hospital blocks are being built for the Medical College.

The main objective of outsourcing the Class-IV services is to meet the ever increasing need of the Medical College & provide the best medical care services to the patients.

### **INSTRUCTIONS TO THE BIDDERS**

1. Sealed bids are invited under 'two bid system' from reputed agencies, firms either by themselves or as a partnership having capacity to provide Class IV staff, Dr YSPGMC, Nahan for an initial period of 01 year or till the time regular staff is posted against these posts whichever earlier. The said period may be extended for another one year subject to satisfactory performance and at the sole discretion of Principal, Dr YSPGMC, Nahan.

#### **2. ELIGIBILITY OF BIDDERS (PRE-QUALIFICATIONS):**

2.1 The annual average turnover of services (set out in Annexure-II) provided by the bidder should not be less than Rs 1 ( One) crore during the last three financial years as per their audited books of account/Tax Returns with a clear evidence that the turnover is derived from provision of services which form the subject matter of the present bid notice.

2.2 The bidder should have completed works of similar nature satisfactorily in Hospital/Institutions/Universities/Public Sector Undertakings of the Government of India/ HP, or any other state government or Public sector banks or local bodies/Municipalities as follows: -

Three similar completed works costing not less than Rs.20 Lakh each;

OR

Two similar completed works costing not less than Rs.30 Lakh each;

OR

One similar completed work costing not less than Rs.1 crore  
(copies of order to be attached with technical bid)

- 2.3 Bidder should be registered with the concerned Government Authorities and a copy of the registration should be attached with the Technical bid.
- 2.4 The bidder should have registered office in Himachal Pradesh (Proof to be attached with the technical bid).
- 2.5 The company / agency should be registered for supply of manpower (technical, nontechnical medical and paramedical) to Hospital. Copy of memorandum of Association to be attached with the technical bid.
- 2.6 The company / agency should be registered under Contract Labour Act/Rules for supply of manpower (technical, nontechnical medical and paramedical) to Hospital. Copy of same to be attached with the technical bid.
- 2.7 The bidder should be financially sound and ensure submission of latest bank statement along with the technical bid.
- 2.8 Bidder should have PAN and Service Tax Registration Number, EPF and ESIC registration a photocopy of which should be attached with the Technical bid.
- 2.9 Bidder should not have been blacklisted by any organization. An Affidavit duly attested by the Magistrate declaring that the company / agency has not been blacklisted by any organization should be attached with the Technical bid.

### 3. GENERAL INSTRUCTIONS.

- 3.1 In the case of partnership firm, the bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the partnership.
- a) Memorandum of understanding/partnership deed shall be provided in case the Bidder is in a partnership.
- b) One of the members of the partnership, to be nominated as in-charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of partnership firm;
- 3.2 Bidder or members of the partnership shall submit **a copy of bidder's PAN card No. under Income Tax Act.**
- 3.3 Bidder must submit copies of all documents required, duly self attested along with technical bid or the bid.
- 3.4 Only sealed bids shall be received and entertained. No request shall be allowed for change of name by the bidder
- 3.5 Each Bidder or any associate of it is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged, for performance of this contract. They will have to further confirm and declare that no commission or any payment which may be construed as an agency commission will be paid and that the quoted price will not include any such amount. If the Dr YSPGMC, Nahan subsequently finds to the contrary, the institution reserves the right to declare the bidder as non-compliant and any contract, if already awarded, to the Bidder shall be declared null and void.

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

3.7 Each bidder shall submit only one bid either by himself or as a partner in a firm. If a bidder or if any of the partners in a firm participates in more than one bid, such bid or bids are liable to be rejected.

3.8 The bidder shall bear all costs associated with the preparation and submission of his bid and the institution in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

3.9 The bidder is expected to examine all instructions, forms, terms and conditions in the bid document. Failure to furnish all information required in the bid document will be at the bidder's risk and any deficiency in this regard may result in rejection of the bid.

3.10 The bidder shall not make or cause to make any alteration, erasure or obliteration to the text of the bid document.

3.11 The bidder shall furnish an index of documents enclosed with the bid and shall check the pages of all documents against page numbers given in the index and, in the event of discovery of any discrepancy or missing pages, the bidder shall inform the office of Principal, Dr YSPGMC, Nahan, before submitting the bid.

3.12 In case the bidder has any doubt about the meaning of anything contained in the bid document, he shall seek clarification, in writing, from the office of Principal, Dr YSPGMC, Nahan within a period not later than seven days before due date for submission of the bid. All such clarifications together with all details on which clarifications are sought, will be uploaded on the website of the Institute [www.yspgmc.org](http://www.yspgmc.org) for information of all the bidders.

3.13 Except for any such written clarification by the office of Principal, Dr YSPGMC, Nahan, which is expressly stated to be an addendum to the bid document issued by the office of Principal, Dr YSPGMC, Nahan, no written or oral communication, presentation or explanation by any other employee of the institution shall be taken to bind or fetter the institution under the contract.

3.14 The documents comprising the bid shall be typed or written in indelible ink and all pages of bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. In addition, all entries/writings, amendments made, shall be signed by the person or persons signing the bid.

3.15 The bid shall contain no alterations, omissions or additions except those to comply with instructions issued by Dr YSPGMC, Nahan, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing or authorized to sign the bid.

3.16 Period for which the offer will remain valid: The bidding Service Providers/\_bidders should keep their offers valid for acceptance for a period of ninety days (90 days) from the date of the opening of technical bids. In the event that the day up to which the offer is to remain open is declared holiday for Dr YSPGMC, Nahan, the offer shall remain open for the following day. Dr

YSPGMC, Nahan has option to request to extend the validity of bids beyond the above mentioned period, for which the bidder has the option to agree, but the price bid, once submitted, cannot be modified.

3.17 Undertaking to the effect that no criminal case pending in any court of law against the applicant/Firm to be attached with technical bid.

#### **4. COST OF BID FORM**

4.1 The agency must enclose a Demand Draft for Rs.2000/- (Rupees Two thousand only) towards cost of bid form in favour of ' Principal, Dr YSPGMC, Nahan, payable at Nahan along with the offer, The cost of form would be non refundable.

#### **5. EARNEST MONEY DEPOSIT**

5.1 The bidder shall deposit bid security i.e. **Earnest Money Deposit (EMD) of Rs.2,00,000** in lump sum amount in the form of Fixed Deposit Receipt or Term Deposit Receipt from a scheduled commercial bank in the name of Principal, Dr Y.S.Parmar Government Medical College, Nahan along with the Bid document.

5.2 Earnest Money Deposit (EMD) of all unsuccessful bidders will be returned to them without any interest whatsoever after completion of the bid process.

5.3 Bid security (EMD) of the unsuccessful bidder will be returned after finalization of the bid without any interest.

5.4 Bid document not accompanied by bid security i.e. Earnest Money Deposit (EMD) in the form as specified in clause 5.4 herein shall be rejected.

5.5 Bid security (EMD) of the successful bidder shall be returned without any interest whatsoever, after receipt of Performance Security of the amount and in the form as called for in the contract and after signing the contract agreement with Dr YSPGMC, Nahan.

5.6 Bid security (EMD) shall be forfeited, if the bidder withdraws its bid during the period of bid validity.

5.7 Bid security (EMD) shall be forfeited if the successful bidder refuses or neglects to execute the Contract Agreement or fails to furnish the required 'Performance Security' within the time frame specified by the Dr YSPGMC, Nahan

#### **6. VALIDITY OF BID**

6.1 The offer of the bidders shall remain firm and valid for a period of 90 days from the date of opening of the bid.

#### **7. BID DOCUMENTS**

The bid document comprises of the following documents:-

- a) Notice Inviting Bid for outsourcing of Class IV Posts including;
  - i) Technical Bid



- ii) Price Bid
- iii) Earnest Money Deposit
- iv) Duly signed copies of tender document.
- b) Bid form for outsourcing of Class IV Staff (**Annexure-I**)
- c) Checklist for technical bid for outsourcing of Class IV Staff ( **Annexure-II**)
- d) Undertakings duly attested (**Annexure-III**)
- e) Form of Agreement (**Annexure-IV**)

#### 8. **PREPARATION OF BIDS:**

8.1 Bid and all accompanying documents shall be in English or Hindi. In case accompanying documents are in other languages, It shall be accompanied by a copy translated in English. The English version, then Hindi version and then version in other language shall prevail- in the same sequence - in the matter of interpretation.

8.2 Bid document issued for the purpose of bidding and any amendment issued thereto shall be deemed as incorporated in the Bid.

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

8.4 The bid shall be addressed to Principal, Dr Y.S.Parmar Government Medical College, Nahan and submitted in the office of Principal, Dr YSPGMC, Nahan, at the address given in the Bid document.

8.5 The bidder (each member in case of partnership firms) shall furnish the details regarding total number of works, (as stated in clause 2.2) completed during the preceding three years, which were similar in nature and complexity as in the present contract.

8.6 The bidder shall also furnish self attested copies of Income Tax Returns (for the last three years) duly supported by Balance sheet/profit and loss account.

8.7 The bidder is required to quote service charges in percentage on the wages to be paid per worker per month. The expression "Wage" will exclude all reimbursement like EPF, ESI, EDLI & Goods and Services Tax (GST) etc.

8.8 The bidder shall submit its price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.9 Conditional bids/offers will be summarily rejected.

8.10 The Form of Bid shall be complete in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership

firm, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the form of bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.11 This agreement shall be effective for a period of **one years** with effect from the date given in the “**Notice to Proceed**” as referred to in terms and conditions of the contract and can be extended further by one year, subject to satisfactory performance and on such terms & conditions as may be deemed fit and proper by ‘Dr YSPGMC, Nahan’.

## **9. SUBMISSION OF BIDS.**

9.1 The bidder shall, on or before the date and time given in the Notice Inviting Bid, submit its bid in three parts (Technical Bid, Price Bid , Earnest Money and tender cost) each part in a separate sealed cover as under:-

**9.2 The Technical Bid shall be placed in separate sealed cover duly super-scribed as “Technical Bid for Outsourcing of Class IV in Dr YSPGMC, Nahan due at 12:00 (Noon) on \_\_\_\_\_.”**

**9.3 The Price Bid shall be placed in separate sealed cover duly super-scribed as “Price Bid for Outsourcing of Class IV in Dr YSPGMC, Nahan” due at 12:00 (Noon) on -----.”**

**9.4 The earnest money and cost of tender in separate sealed cover super-scribed as “Earnest Money Outsourcing of Class IV in Dr YSPGMC, Nahan” due at 12:00 (Noon) on \_\_\_\_\_ may be submitted to office of Principal, Dr YSPGMC, Nahan**

9.5 All the above three sealed covers should be put in another envelope which will form the main cover. The main cover shall be submitted and addressed to this office viz. Principal, Dr Y.S.Parmar Government Medical College, Nahan The outer most cover should be properly sealed and secured and clearly super-subscribed “Bid For **Outsourcing of Class IV** in Dr YSPGMC, Nahan” due at 12.00(Noon) on \_\_\_\_\_ All the envelopes should bear the name and postal address of the bidder and shall bear the address of this office as given above. The time and date of opening of price bids will be intimated to the technically qualified bidders later, after evaluation of technical bid.

9.6. The following documents constitute part of the technical bid:-

- (a) One self attested recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and Office Telephone Numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names address and telephone numbers of all Directors/Partners also;**
- (b) Self attested copy of PAN card under Income Tax Act;**
- (c) Self attested copy of Goods and Services Registration (GST) Number;**
- (d) Self attested copy of Valid Registration certificate under Companies Act;**
- (e) Self attested copy of Valid Employees Provident Fund Registration Number;**

- (f) Self attested copy of Valid ESI Registration Number;
- (g) Self attested copy of valid license and Number under Contract Labour Act and under any other Acts/Rules;
- (h) A notarized affidavit to the effect that the firm is involved in any unlawful/unethical practice or is black listed/ debarred by any of the Departments/Institution/Local Bodies/Municipalities/Public Sector undertaking etc. of central or any State Government/Union Territories ( clause 2.9 refers).
- (i) Proof of Average Annual Turnover as stated in clause 2.1 supported by audited Balance Sheet;
- (j) Proof of experience as stated in clause 2.2 supported by documents from the concerned organizations;
- (k) Duly filled and signed Annexure-I, II and III;
- (l) Power of Attorney/Memorandum of Understanding in the case of partnership (if applicable);

9.7 The Bid document arranged in conformity with clause 9.6 should be put in the Bid Box which will be available at the office of the Principal, Dr Y.S.Parmar Government Medical College, Nahan

## **10 LATE AND DELAYED BIDS**

10.1 Bids must be received in Dr YSPGMC, Nahan at the address specified not later than the date and time stipulated in the Notice Inviting Bid. Dr YSPGMC, Nahan may, at its discretion, extend the late for submission of bids in which case all rights and obligations of the 'Institute' and the bidder will be the same.

10.2 Any bid received by the 'Institute' after the due date and time as stipulated above, shall not be considered and will be returned unopened to the bidder.

## **11. BID OPENING AND EVALUATION.**

11.1 The authorized representatives of 'Dr YSPGMC, Nahan will open the Technical Bids and Earnest Money in the presence of the Bidders or their representatives, who may opt to be present at the appointed place and time. Absence of any bidder or its representative would not stop the opening process.

11.2. The bid of any bidder, who has not complied with one or more of the conditions, will be summarily rejected at the sole discretion of Dr YSPGMC, Nahan.

11.3 Conditional bids will also be summarily rejected.

11.4 The bidder will be finalized on the basis of lowest of the price bid (L-1) i.e. lowest of total administrative charges as will be offered by him.

11.5 Pre Bid Conference if necessary shall be held on an appointed day to be notified after the last date of receipt of bid.

## **12. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

12.1 Dr YSPGMC, Nahan is not bound to accept any bid even if it is lowest and may at any time by notice in writing to the bidders terminate the bidding process.

12.2 Dr YSPGMC, Nahan **may reject the bid if it is found that the bidder is involved in any unlawful / unethical practice or is black listed / debarred by any of the Departments / Institution / Local Bodies / Municipalities / Public Sector undertaking etc. of central or any State Government / Union Territories** or has defrauded any Institute by submitting any fake document for which there may be a complaint also.

12.3 Dr YSPGMC, Nahan may reject the Bid in the event that if the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement by stipulated date. In such an eventuality earnest money deposit shall stand forfeited.

## **13 AWARD OF CONTRACT.**

13.1 Dr YSPGMC, Nahan will award the contract to the successful bidder after evaluation of Technical Bids and Price Bids.

13.2 Dr YSPGMC, Nahan will communicate the successful bidder through Registered post that it has been awarded the Contract. This letter (hereinafter and in the conditions of contract called the **“Letter of Offer”**) shall prescribe the amount that the ‘Institute’ will pay to the Service Provider in consideration of the execution of work/services rendered by the Service Provider and as prescribed in the contract.

13.3 The successful bidder will be required to execute a contract agreement in the form specified in **Annexure-IV** within a period of 30 days from the date of issue of ‘Letter of offer’ but before the work is taken up for execution, failing which the offer will be withdrawn without assigning any reason.

13.4 The successful bidder shall be required to furnish a Performance Security drawn on a Nahan based scheduled commercial bank in the form of Fixed Deposit or Term Deposit Receipt or Deposit at call from Chandigarh based commercial bank or bank guarantee from a commercial bank in an acceptable form in favor of Principal, Dr Y.S.Parmar Government Medical College, Nahan within 30 days of issue of “Letter of Offer” but before the work is taken up for execution, for **10% of the total value of the contract.** The performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the service provider including warranty obligations whichever is later. In case, the contract period is extended further, the validity of Performance Security shall also be extended, on the above mentioned terms by the Service

Provider accordingly. Failure to submit the performance security within stipulated period of 30 days will attract a penalty of Rs. 2500/- per day (subject to a maximum of 10 days).

13.5 Failure of the successful bidder to comply with the requirement of above clauses (after the maximum of 10 days) shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security/performance security.

## 14. TERMS & CONDITIONS

14.1 The initial contract shall be for twelve months which is extendable on year to year basis.

14.2 All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for the category.

14.3 The tentative requirement of the manpower is given at Annexure -A, which may vary from time to time as per requirement. It is further clarified that the requirement of above manpower is only indicative and the same may increase or decrease as per the requirement.

14.4 However, during the period for which work order is applicable, in case Government sanctions additional similar posts they may also be included/ amended at the sole discretion of the competent authority.

14.5 The persons deployed by the Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the College. A copy of the police verification report should be deposited in the College office within 45 days of issue of letter of award of work.

14.6 The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.

14.7 The Service Provider shall withdraw such employees who are not found suitable by the College for any reasons immediately on receipt of such a request from the College.

14.8 The service provider shall withdraw their employee(s) within 10 days in case regular/contract employee posted/appointed by the Government against any post occupied/manned by the outsourced service provider.

14.9 The service provider shall engage necessary persons as required by this College from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month through Cash/Account Payee Cheque and provide a proof of doing so to the College. The Company/Agency will provide proof of receipt of wages by the workers before the end of each month.

14.10 There will be no Master & Servant relationship between the employees of the service provider and this College and further that the said persons of the service provider shall not claim any absorption in the College, on any ground whatsoever.

14.11 The service provider's personnel shall not claim any benefit/compensation/absorption/regularization of services from/in this College under the provision of Industrial Disputes

Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to the College.

14.12 The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all these matters are of confidential/secret nature.

14.13 The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this College. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by the Agency.

14.14 That the persons deputed shall not be below the age of 18 years or above 45 Years.

14.15 The College office may require the service provider to remove from the office, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct or due to any other reason whatsoever, the service provider shall forthwith comply with such direction and shall replace such person immediately.

14.16 The service provider has to provide Photo Identity Cards to the persons deployed by them for carrying out the work. These cards are to be constantly displayed by their persons & their loss reported immediately.

14.17 The service provider shall ensure proper conduct of their persons in office premises, and enforce prohibition of consumption of alcoholic drinks, Paan, smoking, loitering without work etc.

14.18 The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.

14.19 Contractor will pay wages to his workers for the all paid holidays and submit bill for reimbursement.

(i) National Holiday: In a calendar year contractual employees will be entitled to three national holidays viz 26<sup>th</sup> January, 15<sup>th</sup> August, 2<sup>th</sup> October or the employees may be suitale compensated.

(ii) Weekly Holiday: The service provider shall allow full day holiday in a week to their employees i.e. one holiday after six working days.

(iii) Gazetted Holiday: The service provider shall allow Gazetted holidays as per labour laws to manpower deployed by him. In case employees are working on that day they will be entitled for compensatory leave or wages in lieu thereof.

(iv) Election Holiday: Every employee shall be entitled for leave if election holiday is declared by the HP Administration to cast their vote in case they are voters as per the voter list.

14.20 The service provider shall be required to open permanent EPF Account with the Regional Provident Fund Commissioner, (HP) and shall have to give the permanent EPF Account Number to all the eligible persons deployed on contract within one month from the date of the opening of their Account failing which he will be liable to be penalized at the rates i.e. Ist Week @ Rs. 1,000/- Per day, 2<sup>nd</sup> Week @ Rs 2000/- Per day and 3<sup>rd</sup> Week @

Rs. 3000/- per day respectively.

14.21 Working hours would normally be 8 hours per day from 9 A.M. to 5.00 P.M. during working days including half hour lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Sundays and other Gazetted holidays, if required. They may also be required to work in day/evening/night shift as per the requirement of the hospital/college.

14.22 That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. and the College shall not incur any liability of the service provider for any expenditure whatsoever on the persons employed by the agency on account of any such statutory obligation. The agency will have to provide particulars of EPF, ESI of its employees engaged in the College, on monthly basis, along with bill submitted by them.

14.23 The service provider will submit the bill, in triplicate in respect of a particular month in the first week of the next month along-with copies of receipts towards PF/ESI/Service Tax deposition for the previous month and copies of attendance register(s). The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.

14.24 Payments to the service provider would be strictly on certification by the officer with whom the person deployed is attached that his services were satisfactory and his attendance certified as per the bill preferred by the service provider.

14.25 No wage/remuneration will be paid to any person for the days of absence from duty.

14.26 The service provider will have to provide the required number of additional persons for a shorter period also, in case of any exigencies as per the requirement of this College.

14.27 The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

14.28 The service provider shall be contactable at all times and message sent by email, phone/Fax/Special messenger from the college to the service provider shall be acknowledged immediately on receipt of the same. The service provider shall strictly observe the instructions issued by the college in fulfillment of the contract from time to time.

14.29 This College shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

14.30 Dress Code in different colours has to be provided by the vendor to its staff in all categories of staff to be employed in this institution. The dress code will be decided by the vendor with mutual consultation with the institute. Wearing of uniform will be compulsory & if not worn by any staff, will attract a penalty @ Rs 500 per day to be recovered from the



wage bill of the vendor.

14.31 The successful bidder shall not be allowed to sublet or assign the services placed on them by Hospital/College to any other third party.

14.32 That the agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees, etc. If the College suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to the College for the same. The agency shall keep the College fully indemnified against any such loss or damage.

14.33 The service provider shall indemnify and keep indemnified the office of Principal, Dr. Y S Parmar Govt. Medical College Nahan, its officers and its staff from and against all claims including claims from its employees, demand, actions, suits, liabilities etc. arising from this contract.

14.34 The College will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

14.35 The agency shall disburse the salary of the workers before 7th of the succeeding months.

14.36 In case of services of the manpower agency are not satisfactory or bidder fails to comply the terms and conditions, the Principal, Dr. YSPGMC, Nahan reserves the right to terminate the contract after giving a notice of one month, and in that case the performance security shall be forfeited.

14.37 However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the agency from the College shall be forfeited by the College.

14.38 On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

14.39 In the event, of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Arbitrator (to be appointed/notified by the Govt.) on written request from agency with list of disputes, whose decision shall be binding on both the parties. Courts at Nahan will only have the jurisdiction to adjudicate upon the matter of dispute, if any.

14.40 The Agency shall be responsible for faithful compliance of the terms and conditions of

this agreement. Failure of it will attract forfeiture of the performance security deposit as well as the termination of their contract and getting the work done through some outside agency at their cost and risk, during the remaining period of contract.

14.41 College reserves the right to reject any or all the bids or to accept in part without assigning any reason thereof and the decision in the matter will be final and binding on all the parties. No claim what's so ever would be entertained.

14.42 The bidder must have registered office in Himachal Pradesh (proof to be attached).

14.43 The company / agency will ensure to employ only H.P. Bonafide candidates and in case no suitable H.P. Bonafide candidate is available, non Himachali can be appointed subject to an undertaking by the company to the effect that suitable Bonafide Himachali candidate is not found even after at least 03 rounds of interviews for placement in order to ensure maximum employment to Himachali Bonafide.

14.44 The bidder will have to transfer all staff salaries to individual Staff's bank account every month. No cash payments to vendor's staff would be allowed for their salaries, wages etc. Subsequent bills must have certified copy of transfer of funds made to salary account/EPF account of the employee in respect of preceding month.

14.45 The submission of false or incorrect information or declaration(s) will invalidate the bid.

14.46 The Institute reserves the right to reject any of the term & condition proposed by bidder(s).

14.47 The manpower will have to be supplied by the Agency within 30 days of award of contract.

14.48 The vendors participating must be in public domain and must have its own website in the name of the company. The website should be functional having all the details of the company.

14.49 Any penalty imposed on the service provider shall not be imposed by him on his workers.

14.50 The personnel to be deployed for duty by the Service Provider should be fully immunized against 'Hepatitis B' and any other vaccine that may be recommended from time to time and compliance report in this regard may be furnished.

14.51 In case of a worker deployed by the service provider suffers from sharp injury or any other injury requiring immediate treatment, the Service Provider shall ensure that worker receives the required treatment.

14.52 Dr YSPGMC, Nahan shall not be responsible for providing residential accommodation to any of the personnel of the service provider.

14.53 Dr. YSPGMC, Nahan shall pay minimum wages to the outsourced persons as notified by the Govt. from time to time along with admissible employer share of EPF and ESI. Enhancement if any may be given only after State Govt. notifies enhancement in minimum wages.

14.54 The wages for other persons viz. paramedical staff not covered under minimum wages notified by Govt. shall be paid initial of pay band pay + Grade. Pay of the post without any allowance along with employer share of EPF and ESI.

## **15. Penal Provisions**

In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, the hospital reserves the right to impose the penalty as detailed below:-

<b><u>Offences</u></b>	<b><u>Penalties(In Rupees)</u></b>
Not found displaying photo ID	100/- per instance.
Worker not in proper Uniform	500/- per instance.
Indulging in smoking/drinking/sleeping or any other misconduct during duty hours.	200/- with removal of the offender
For any other breach, violation or contravention of any terms and conditions	Rupees 5000/- will be imposed per day

As per guidelines of the Hon'ble Supreme Court of India no person will be allowed smoking in public place. 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.

**The payment of wages should be made to the contractual employees through bank latest by 7<sup>th</sup> of that month failing which the contractor will be liable to be fined at the rates i.e 1<sup>st</sup> week @ Rs 1000/-per day. 2<sup>nd</sup> week @ Rs. 2000/- per day chargeable against the Indemnity Bond**

## **16. Procedure for release of payment:-**

16.01 The Service Provider shall pay wages to its workers/workmen latest by 7<sup>th</sup> of the respective month before submitting his claim for payment as per this contract agreement.

16.02 Service Provider will submit the bill by the 7<sup>th</sup> of every month, along with EPF and ESI Statement of the preceding month.

16.03 The Service Provider shall open Bank Account in the name of his firm in State Bank of India, Nahan, within 15 days of assumption of contract and maintain it until the duration of the contract. The Service Provider will also get the Saving Fund Accounts of all his workers opened in the Bank/Post Office and deposit/transfer their wages directly to these accounts.

16.04 The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.

16.05 The Income Tax/ST/VAT or any other statutory levied/tax as applicable will be payable by the Service Provider and shall be deducted at source as per law.

16.06 Dr YSPGMC, Nahan will proportionally enhance the amount payable for the service contract on the enhancement of minimum rates of wages by the Government of HP. However, Dr YSPGMC, Nahan reserves the right to increase/decrease the requirement of manpower at any time.

16.07 In the event of default being made in the payment of any money in respect of wages of any person deployed by the Service Provider for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, Dr YSPGMC, Nahan may, failing payment of the said money by the Service Provider, make payment of such claim on behalf of the Service Provider to the said Labour Authorities and any sums so paid shall be recoverable by Dr YSPGMC, Nahan from the Service Provider.

16.08 That in the event of any loss caused to Dr YSPGMC, Nahan as a result of any lapse on the part of the Service Provider and that would be established after an enquiry conducted by Dr YSPGMC, Nahan, the said loss may be claimed from the Service Provider up to the value of the loss. The decision of Principal, Dr Y.S.Parmar Government Medical College, Nahan, in this regard will be final and binding on the Service Provider.

16.09 Any liability arising out of any litigation (including those in consumer courts) due to any act of Service Provider's personnel shall be directly borne by the Service Provider including all compensation/damage/expenses/fines. The concerned Service Provider personnel shall attend the court as and when required.

16.10 "NOTICE TO PROCEED" means the notice issued by the 'Institute' to the Service Provider communicating the date from which the work/services under the contract are to be commenced.

16.11 If the Service Provider is a partnership of two or more persons, all such persons shall be jointly and severally liable to Dr YSPGMC, Nahan for the fulfillment of the terms of the contract. Such persons shall authorize one of them through a registered power of attorney with authority to sign on behalf of the partnership or as the case may be. The partnership shall not be altered without the approval of the 'Institute'.

16.12 During the course of contract, if any of Service Provider's personnel are found to be indulging in corrupt practices or causing any loss of revenue to Dr YSPGMC, Nahan, it shall be entitled to terminate the contract forthwith along with forfeiting the Service Provider's Performance Security.

16.13 If any money, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by Dr YSPGMC, Nahan, such money shall be deemed to be payable by the Service Provider to the 'Institute' within seven days. The Institute shall be entitled to recover the amount from the Service Provider by deduction from money due to the Service Provider or from Performance Security along with administrative/departmental

charges as provided in clause 13(d) of the terms and conditions of the contract.

16.14 The Service Provider shall indemnify and hold Dr YSPGMC, Nahan protected/safe from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Service Provider.

16.15 The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R & A) Act 1970.

16.16 Dr YSPGMC, Nahan shall not be under any obligation for providing employment to any of the worker of the Service Provider after the expiry of the contract. Dr YSPGMC, Nahan does not recognize any employee employer relationship with any of the workers of the Service Provider.

16.17 If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the bid, the Service Provider shall immediately refund the same to Dr YSPGMC, Nahan on receipt of notice thereto or it shall be recovered by Dr YSPGMC, Nahan from the service provider.

16.18 If any underpayment is discovered, the amount shall be duly paid to the Service Provider by the Dr YSPGMC, Nahan

16.19 The Service Provider shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by Dr YSPGMC, Nahan.

16.20 The Service Provider shall disburse the wages to its staff deployed in 'Dr YSPGMC, Nahan every month through ECS/by getting the amount credited in the saving account of the workers deployed and submit a statement of Accounts certified by the Bank as compliance with the spirit of Rule 73 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. If for extraordinary reasons, salary is not credited in Bank Account, the same may be disbursed in cash before the authorized representative of Dr YSPGMC, Nahan.

16.21 The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.

16.22 The Dr YSPGMC, Nahan will deduct income tax at source under section 194-C of Income Tax Act from the Service Provider at the prevailing rates of such sum as income tax on the income comprised therein.

## 17 **FORCE MAJEURE**

17.01 Any failure or omission or commission to carry out the provisions of this contract by the service provider shall not give rise to any claim by any party, one against the other, if

such failure of 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, compliance with any statute and/ or regulations of the Government, lockouts and strikes, riots embargoes or from any political or other reasons beyond the service providers' control including war (whether declared or not) civil war or state of insurrection, provided that notice or 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.

**18 DISPUTE RESOLUTION: -**

18.01 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 shall be referred to the Principal, Dr Y.S.Parmar Government Medical College, Nahan Further, if any dispute is not settled amicably even after the Intervention of the Principal, Dr Y.S.Parmar Government Medical College, Nahan , the same shall be referred to the sole arbitrator to be appointed by the Principal, Dr Y.S.Parmar Government Medical College, Nahan. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitration shall be at Nahan, Distt. Sirmour (HP).

19 Dr YSPGMC, Nahan reserves the right to cancel or reject all or any of the bid without assigning any reason.

20 Any act on the part of the bidder to influence anybody in the Dr YSPGMC, Nahan is liable to rejection of his bid.

21 **JURISDICTION OF COURT:** - The courts at Nahan shall have the exclusive jurisdictions to try all disputes, if any, arising out of this agreement between the parties.

**ANNEXURE -A**

*The Tentative number of Categories of Posts proposed to be filled through outsourcing of Manpower  
alongwith the eligibility criteria.*

<b>Sr. No.</b>	<b>Name of Post</b>	<b>Qualification</b>	<b>No. of Posts</b>
1.	Peon	10 th Pass (from H.P Board or equivalent thereof, from a board recognized by the Govt. of HP).	39
2.	Ward boy	10 th Pass (from H.P Board or equivalent thereof, from a board recognized by the Govt. of HP)	14
3.	Cleaner	10 th Pass (from H.P Board or equivalent thereof, from a board recognized by the Govt. of HP)	3
4.	Mali	10 th Pass(from H.P Board or equivalent thereof, from a board recognized by the Govt. of HP)	4
5.	Chowkidar	10 th Pass(from H.P Board or equivalent thereof, from a board recognized by the Govt. of HP)	4
6.	Library Attendants	10 th Pass(from H.P Board or equivalent thereof, from a board recognized by the Govt. of HP)	2
7	Radiographer	10 +2 with Science (from H.P Board or equivalent thereof, from a board recognized by the Govt. of HP), + Diploma in Radiology or B.Sc ( Radiology and Imaging Technology, from a central or state Govt. recognized university	3
8	Photographer	10 Pass (from H.P Board or equivalent thereof, from a board recognized by the Govt. of HP), + Diploma in Photography	1
9	Museum Curator	B.Sc in Human Anatomy from a central or state Govt. recognized university	2
10	Warden	B.Sc Home Science or Diploma in Housekeeping/ Catering from a central or state Govt. recognized university	1
11	Cook-Cum-Helper	10 th Pass(from H.P Board or equivalent thereof, from a board recognized by the Govt. of HP), and 3 years experience as Cook	1

*The competent authority may increase, decrease or add additional categories of posts as per requirement of the institution*

**ANNEXURE-I**

**Dr YS Parmar Government Medical College, Nahar**

**(BID FORM FOR OUTSOURCING OF CLASS IV STAFF)**

1.	Cost of bid From	Rs.2000.00	Affix duly attested P.P size recent photograph of the prospective bidder
2.	Pre Bid Conference attended or not		
3.	Due date for bid		
4.	Opening time and date of bid		
5.	Names, address of Firm/Agency and Telephone numbers		
6.	Registration No. of the Company.		
7.	Name, Designation, Address and Telephone No. of Authorized person of Firm/Agency to deal with		
8.	Please specify as to whether Bidder is sole Proprietor/Partnership firm. Name and Address and Telephone No. of Directors/partners should be specified.		
9.	a) Copy of PAN card issued by Income Tax Department	Attached or not attached	
	b) Copy of previous three financial year's Income Tax Returns	Attached or not attached	
10.	Employees Provident Fund Account No.		
11.	ESI Number		
12.	License number under Contract Labour (R & A) Act.		



13	GST No.	
14.	Details of Bid Security Deposit (EMD)	
	(a)Amount	Rs.
	(b) FDR No/TDR No	
	(c) In favour of	
	(d)Date of issue	
	(e)Name of issuing authority	
15.	Any other information	
16.	Declaration by the bidder	

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

(Signature of the bidder)  
Name and address (with seal)

**PERFORMA FOR PRICE BID**

Name of Biding Company / Firm /Agency \_\_\_\_\_

EMD :Rs. \_\_\_\_\_ D.D./P.O. No. \_\_\_\_\_ Dated : \_\_\_\_\_

Name of Bank / Branch: \_\_\_\_\_

Sr. No.	No. of Posts	No. of Employees	Minimum wages (as prescribed by the Govt. of HP from time to time)/Pay	EPF	ESI	GST	Contractors Admin/ Service Charges in percentage	Total
1.	Peon	39	@Rs. 250/- per day					
2.	Ward Boy	14	@Rs. 250/- per day					
3.	Cleaner	3	@Rs. 250/- per day					
4.	Mali	4	@Rs. 250/- per day					
5.	Chowkidar	4	@Rs. 250/- per day					
6.	Radiographer	3	5910+3000=8910/-per month					
7.	Photographer	1	@Rs. 292/- per day					
8.	Museum Curator	2	10300+3800=14100/- per month					
09.	Library Attendants	2	@Rs. 250/- per day					
10.	Warden	1	@Rs. 294/- per day					
11.	Cook-Cum-Kitchen Helper	1	@Rs. 250/- per day					
	Total	74						

**NOTES :**

1. The bidder is required to quote service charges in percentage term on the total amount of wages /pay to be paid per month consolidated. The expression "Wage" will exclude all reimbursement like EPF, ESI, EDLI & Goods and Services Tax (GST) etc.
2. The bidder is required to provide the workers to the institute strictly according to the qualification & norms as laid down.
3. Contractor's Administration/Service Charges cannot be "NIL" or "Zero.
4. If any of the statutory liability not included above, the bid will be rejected.
5. The bidder will be finalized on the basis of lowest of the price bid (L-1) i.e. lowest of total administrative charges as will be offered by him. The above terms would also remain in force till the expiry of the contract.
6. The institute shall pay minimum wages to the outsourced persons as notified by the Govt. from time to time along with admissible employer share of EPF and ESI. Enhancement if any may be given oly after State Govt. notifies enhancement in minimum wages.
7. The wages for other persons viz. paramedical staff not covered under minimum wages notified by Govt. shall be paid initial of pay + Grade. Pay of the post without any allowance along with employer share of EPF and ESI.
8. The above terms would remain in force till the expiry of the contract.

ANNEXURE-II

Dr YS Parmar Government Medical College, Nahan

CHECK-LIST FOR TECHNICAL BID FOR  
OUTSOURCING OF CLASS IV POSTS

<b>Sr. No.</b>	<b>Documents asked for</b>	<b>Page number at which document is placed</b>
1.	<b>Bid Security (EMD)</b> of Rs. Two lakh (Rupees in words) in the form of FDR/TDR issued by any scheduled Commercial Bank <b>in favour of</b> Principal, Dr Y.S.Parmar Government Medical College, Nahan <b>valid for one year beyond the Bid opening date.</b>	
2.	One self attested <b>recent passport size photograph</b> 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 Directors/Partners also.	
3.	<b>Undertaking on a judicial paper</b> as per format prescribed in Annexure-III.	
4.	Self attested copy of the <b>PAN card</b> issued by the Income Tax Department with copy of Income Tax Return of the last three financial years	
5.	Self attested copy of <b>GST Registration No.</b>	
6.	Self attested copy of <b>valid Registration number</b> of the firm/agency.	
7.	Self attested copy of <b>valid Employees Provident Fund Registration Number</b>	
8.	Self attested copy of <b>valid ESI Registration No.</b>	
9.	Self attested copy of <b>valid License No.</b> under Contract Labour (R & A) Act, 1970.	
10.	Proof of <b>experiences</b> of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	

11.	<b>Annual returns</b> of previous three years supported by audited balance sheet (clause 2.1 of NIT)	
12	<b>Registered</b> with the concerned <b>Government Authorities</b>	
13.	<b>Registered office in Himachal Pradesh</b> ( proof to be attached with technical bid)	
14.	<b>Company/ agency registered for supply manpower</b>	
15.	<b>Dr YSPGMC, Nahan may reject the bid if it is found that the bidder is involved in any unlawful / unethical practice or is black listed / debarred by any of the Departments / Institution / Local Bodies / Municipalities / Public Sector undertaking etc. of central or any State Government / Union Territories or has defrauded any Institute by submitting any fake document for which there may be a complaint also.</b>	
16.	Any other documents, <b>attached.</b>	

Signature of the Bidder  
(Name and address of the bidder)  
Telephone No. \_\_\_\_\_

**(On judicial paper)**

**UNDERTAKING**

To

\_\_\_\_\_

\_\_\_\_\_  
(Designation and name of the concerned department)

Name of the Firm/Agency\_\_\_\_\_

Name of the bid \_\_\_\_\_ due date\_\_\_\_\_

Sir,

1. I/we hereby agree to abide by all terms and conditions laid down in bid 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.
3. I/We shall abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed at least as per Minimum Wages Act as amended by the HP State Government from time to time, will also comply with other statutory provisions and shall be fully responsible for any violation.
4. I/We hereby confirm and declare that no agent, middleman or any intermediary has been engaged for outsourcing of staff, or any other item of work related to the award and performance of this contract.

(Signature of the bidder)

Name and address of the bidder

Telephone No \_\_\_\_\_

**ANNEXURE-IV**

**Dr YS Parmar Government Medical College, Nahan**

(Refer clause 10.3 of the NIT)

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

**FORM OF SERVICE AGREEMENT**

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between the Principal, Dr Y.S.Parmar Government Medical College, Nahan (hereinafter referred to as the Dr YSPGMC, Nahan 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 survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second party.

WHEREAS the Service Provider is engaged in the business of providing Class IV Staff ;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to Dr YSPGMC, Nahan under this agreement'

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

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

The Service Provider hereby represents warrants and confirms that the Service Provider-

- 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, experience, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of the agreement and to the satisfaction of Dr YSPGMC, Nahan;
- 1.3 shall, on the execution of this agreement and providing services to Dr YSPGMC, Nahan, not violate, breach and contravene any conditions of any agreement entered in any third party/parties;
- 1.4 has complied with and obtained all necessary permissions/licences/authorizations under the Central, State and local authorities for carrying out its obligations under this agreement.

## 2. **OBLIGATIONS OF THE SERVICE PROVIDER**

- (a) The regularity and satisfactory quality 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 maintain its performance as determined by Dr YSPGMC, Nahan from time to time.
- (b) The assessment made by the Service Provider in the bid 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.
- (c) If Dr YSPGMC, Nahan notices that the personnel of the Service Provider/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 Dr YSPGMC, Nahan
- (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 Dr YSPGMC, Nahan or will himself take action in accordance with law.
- (e) The Service Provider shall furnish a personal guarantee of its Managing Director/ Partner/proprietor, 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 in **'the letter of offer'** as agreed to between the parties.
- (b) All payment made by Dr YSPGMC, Nahan 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 him 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. 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 with the appropriate authority in respect of all the workers deployed by him in

respect of the preceding month along with the bill for reimbursement to be submitted by the 7<sup>th</sup> day of every calendar month for verification to the nominated official of Institute.

- (e) The Service Provider will be liable to pay penalty as per provisions mentioned in clause 12 (Penal Provisions) of “Terms & Conditions of the contract”.

#### 4. **SUBMISSION AND VERIFICATION OF BILLS**

The service provider shall submit on a monthly basis the bills for the services rendered duly verified by the concerned Nodal Officer to enable Dr YSPGMC, Nahan to process the same under the provisions of the contract as referred to herein/elsewhere for reimbursement.

#### 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 Institute’s option, and would be subject to verification at any time. Dr YSPGMC, Nahan may refuse the entry into its premises to any personnel of the service provider not wearing such identity card or not being perfectly dressed.
- (b) The Institute shall always have the right and liberty to do surprise inspection at its sites.
- (c) The services rendered by the service provider under the agreement will be under close supervision, co-ordination and guidance of the institute. The services provider shall frame appropriate procedure for taking immediate action as may be advised by Dr YSPGMC, Nahan 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 Dr YSPGMC, Nahan. The Dr YSPGMC, Nahan shall under no circumstances be deemed or treated as the employer in respect of any persons engaged/deployed by the Service Provider for any purpose, whatsoever nor would Dr YSPGMC, Nahan be liable for any claim(s) whatsoever, of any such person(s).

#### 6. **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 Dr YSPGMC, Nahan 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 DR YSPGMC, NAHAN, except to the extent any 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 Dr YSPGMC, Nahan. 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) Dr YSPGMC, Nahan 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 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 Dr YSPGMC, Nahan indemnified against all losses, damages, claims action taken against Dr YSPGMC, Nahan 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 22<sup>nd</sup> of each month in favour of the Dr YSPGMC, Nahan that he has complied with all his statutory obligations.

**8. ACCOUNT 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 DR YSPGMC, NAHAN.
- (b) The service provider shall forthwith upon being required by the DR YSPGMC, NAHAN, allow DR YSPGMC, NAHAN of 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 Dr YSPGMC, Nahan 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 Dr YSPGMC, Nahan. However, upon discovery of any discrepancies or under payment the service provider shall immediately reimburse the Institute for such discrepancies or overcharge.
- (c) The Service provider shall issue EPF pass Book to every worker.

**9. INDEMNIFICATION**

- (a) The service Provider shall at its own expenses make good any loss or damage suffered by the Dr YSPGMC, Nahan 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 Dr YSPGMC, Nahan or otherwise.
- (b) The Service Provider shall at all times Indemnify and keep Dr YSPGMC, Nahan indemnified against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of Dr YSPGMC, Nahan which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory

modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the worker or the personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of Dr YSPGMC, Nahan shall be as provided hereinbefore.

- (c) The Service Provider shall at all times indemnify and keep indemnified Dr YSPGMC, Nahan 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 Dr YSPGMC, Nahan's premises before and after that.
- (d) That, if any time, during the operation of this agreement or thereafter the Dr YSPGMC, Nahan 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 Dr YSPGMC, Nahan all such amounts and costs also and in all such cases/events the decision of Dr YSPGMC, Nahan shall be final and binding upon the Service Provider. Dr YSPGMC, Nahan 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, Dr YSPGMC, Nahan shall be entitled to procure services from other sources or its own sources and the Service Provider shall be liable to pay forthwith to the **DR YSPGMC, NAHAN** the difference of payments made to such other sources, or the cost incurred by itself 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 of 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**

- (a) This agreement shall be effective for a period of **one** year with effect from \_\_\_\_\_ up to \_\_\_\_\_ and can be extended further on year to year basis, on such terms and conditions as may be deemed fit and proper by the institute.
- (b) In this Agreement work and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract.
- (c) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (i) Notice inviting Bid;
  - (ii) Terms and Conditions;
  - (iii) Price bid/schedule of quantity;

- (iv) Scope of work.
- (v) Letter of Offer and letter of acceptance of award of contract;
- (vi) Clarifications given in the pre bid conference, if any
- (vii) Addendums, if any;
- (viii) Any other documents forming part of the contract and as referred to in Annexure-I to V.

- (d) In consideration of the payments to be made by the 'DR YSPGMC, NAHAN' to the Contactor as hereinafter mentioned, the Service Provider hereby covenants with the employer to execute and operate the Housekeeping Services w.e.f. \_\_\_\_\_ as per the provisions of this Agreement and the bid documents.
- (e) The DR YSPGMC, NAHAN hereby covenants to pay the Service Provider in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the bid documents, the contract price of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Rupees in words) being the sum stated in the letter of acceptance subject to such additions thereto or a deduction there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

**13. TERMINATION**

- (a) Either party can terminate this agreement by giving three month's written notice to the other without assigning any reasons and without payment of any compensation thereof. However, Dr YSPGMC, Nahan 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 the statutory obligations, wherein the decision of Principal, Dr Y.S.Parmar Government Medical College, Nahan ,would be final.
- (b) If Service Provider commits breach of any covenant or any clause of this agreement, 'Dr YSPGMC, Nahan 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 Dr YSPGMC, Nahan for losses or damages on account of such breach.
- (c) The Dr YSPGMC, Nahan 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 assignment of this agreement, in part or whole, to any third party without the prior written consent of Dr YSPGMC, Nahan shall be a ground for termination of this agreement forthwith.

**15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER**

- (a) The Service Provider shall furnish to Dr YSPGMC, Nahan 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 Dr YSPGMC, Nahan 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 Dr YSPGMC, Nahan.

16. **SERVICE NOTICES**

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address of such other addresses as may be intimated from time to time in writing.

**INSTITUTE**

**SERVICE PROVIDER**

**Principal,  
Dr Y S Parmar Government Medical College,  
Nahan, Distt Sirmour  
Himachal Pradesh ( 173001)**

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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 Dr YSPGMC, Nahan and it undertakes that it shall not, without Dr YSPGMC, Nahan'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. **AMENDMENT/MODIFICATION**

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.

19. **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.

20. **CAPTIONS**

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

21. **WAIVER**

At any time any indulgence or concession granted by Dr YSPGMC, Nahan ' 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 'Institute' 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 Dr YSPGMC, Nahan to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

22. **FORCE MAJEURE**

Any failure or omission or commission to carry out the provisions of this contract by the service provider shall not give rise to any claim by any party, one against the other, if such failure of 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, compliance with any statute and/ or regulations of the Government, lockouts and strikes, riots embargoes or from any political or other reasons beyond the service providers' control including war (whether declared or not) civil war or state of insurrection, provided that notice or 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.

23. **DISPUTE RESOLUTION**

This agreement shall be deemed to have been made/executed at Nahan 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 Principal, Dr Y.S.Parmar Government Medical College, Nahan The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be Nahan.

24. **GOVERNING LAW/JURSDICATION**

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

25. **TWO COUNTERPARTS**

The agreement is made in duplicate. The Service Providers 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 presumed that all terms are acceptable.