

**BIDDING DOCUMENT  
FOR  
PROCUREMENT OF MANPOWER**

<b>Invitation for Bid No.</b>	<b>:</b>	<b>GBPU/LWO/</b>
<b>Issued on</b>	<b>:</b>	<b>-----/-----/2022</b>

**G.B. Pant University of Agriculture & Technology  
Pantnagar – 263145 (Udham Singh Nagar)  
Uttarakhand**

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## 1. NOTICE INVITING TENDER (NIT)

IFB No. : GBPU/LWO/

Date: /-----/2022

### BIDDING FOR THE SUPPLY OF MANPOWER

1. The Director, Administration & Monitoring, G. B. Pant University of Agriculture & Technology, Pantnagar (Uttarakhand) on behalf of the Vice Chancellor, Govind Ballabh Pant University of Agriculture & Technology, Pantnagar (Uttarakhand) invites sealed bids from eligible bidders for supply of item(s) listed below:


S. No.	Particulars	Quantity (Approx.)
1	Manpower Supply	2216 persons

2. The complete bid document can be downloaded from web site [www.uktenders.gov.in](http://www.uktenders.gov.in) by paying a non-transferable Bid Document fee of Rs. 2,360/- (Bid document fee Rs. 2,000/- Plus GST @18% Rs. 360/-) in the form of crossed Demand Draft issued by the Scheduled Bank (SBI/PNB/UCO Bank/Union Bank of India Only) drawn in favour of **Comptroller, GBPUAT** and payable at **Pantnagar only**. In case, the bidder provides demand draft issued by bank other than banks mentioned above, the collection charges (@ 3%) should be added in the amount of demand draft by the bidder himself.

a)	Date of commencement of sale of e-tender document and availability in website <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>	:	Date: ---/---/----- Time: ----- Hrs
b)	Last date for sale of bidding document	:	Date: ---/---/----- Time: ----- Hrs
c)	Date and time of pre-bid meeting	:	Date: ---/---/----- Time: ----- Hrs
d)	Last date and time for submission of bids online	:	Date: ---/---/----- Time: ----- Hrs
e)	Last date for physical submission of tender, Fee, EMD and other documents	:	Date: ---/---/----- Time: ----- Hrs
f)	Date and time of opening of Technical Bids	:	Date: ---/---/----- Time: ----- Hrs
g)	Date and time of opening of Financial Bids	:	To be announced later on after opening of Technical Bids.
h)	Pre-bid Meeting Place	:	Committee Room No. 02, Administrative Building, G.B. Pant University of Agriculture & Technology, Pantnagar 263145 Uttarakhand

i)	Place of Opening of Bids	:	E-tendering Cell, Stores Purchase Office, G.B. Pant University of Agriculture & Technology, Pantnagar – 263145, Uttarakhand
j)	Address for communication	:	Labour Welfare Office, G.B. Pant University of Agriculture & Technology, Pantnagar-263145, Uttarakhand.

3. The estimated cost of the said work is **60 Crores**. All bids must be accompanied by Earnest Money Deposited (EMD) @2% of Tender Value in the form of Demand Draft/Fixed Deposit Receipt/Banker's Cheque for **Rs. 1.20 Crores (Rupees One Crore and Twenty Lakhs Lakh Only)** pledged in favour of **Comptroller, GBPUAT** and payable at **Pantnagar**, which will be refunded, if the offer is not accepted. In case, if offer is accepted, but not honored by the bidder, the Earnest Money will be forfeited. The Earnest Money will also be forfeited if wrong information is given in the Bid document. A scanned copy of Demand Draft/Banker's cheque/Fixed Deposit should be attached in online bid as mentioned under technical bid. The EMD of unsuccessful bidder shall be refunded after the finalization of the tender. No interest shall be paid on EMD.
4. **The bidder has to submit a hard copy of the bid document along with original copies of EMD, Bid document fees, Authorization Letter and other relevant desired documents before ----/----/----- till ----:---- hrs, otherwise bid will not be considered for the further process.**
5. Bids will be opened in the presence of Bidders/Authorized representatives who choose to attend on the specified date and time.
6. **The Tender should be submitted in proper letter pad of Firm/Agency/ Contractor.**
7. **Any cutting/overwriting should essentially be countersigned by authorized person of Firm/Agency/Contractor.**
8. In the event of the date specified for bid receipt and opening being declared as a holiday for purchaser's office, due date for submission of bids and opening of bids will be the following working day at specified time.

  
**Director, Administration & Monitoring,  
G.B. Pant University of Agriculture & Technology,  
Pantnagar - 263145 Uttarakhand**

## 2. INSTRUCTIONS TO THE BIDDERS

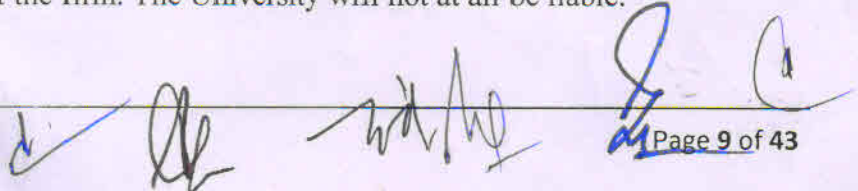
### Technical requirement and specification

1. **Sealed Tenders are invited in Two-bid system for the supply of 2216 personnel (unskilled, semi-skilled and skilled) for two years through registered firms in the main campus and outer campuses of Govind Ballabh Pant University of Agriculture and Technology, Pantnagar. The estimated cost of the said work is Rs 60 crore.** Reputed, experienced and financially sound human resource supply firms, willing to do the above work, are hereby invited to submit their bids.
2. The GBPUA&T Pantnagar has multispecialty faculty and Colleges, which deals in various fields such as Agriculture Sciences, Animal Sciences (Veterinary), Engineering and fisheries etc very precisely. Therefore, it is required that Contractor/Firm/Agency must have at least three (03) years of experience for supplying unskilled/semi-skilled/skilled personnel in any institution. **The firm should have employed an average of 1500 personnel in the last three financial years (2019-20, 2020-21, 2021-22),** Evidence/certificate of which will have to be attached with the tender. In case of supply of less than the prescribed number of personnel, the tender will not be considered.
3. Detailed Tender Notice, Terms, Conditions and Tender Form will have to be downloaded from Uttarakhand Government's Tender website [www.uktenders.gov.in](http://www.uktenders.gov.in).
4. **Submission of Bids**
  - I) The bid should be submitted electronically on E-Portal [www.uktenders.gov.in](http://www.uktenders.gov.in) on/before the closing date/time mentioned in NIT.
  - II) The bidder shall submit a hard copy of the bid, identical to the bid submitted online on e-portal, to the Tender Inviting Authority of the University (Purchaser). In case of any discrepancy / ambiguity in any document/ information in the online bid, the hard copy of the same document shall be treated as final and shall be considered for technical evaluation of the bids. The bidder shall seal the Techno Commercial Un-priced Bid and the Price/Financial Bid **in two separate envelopes** duly marked as **“Techno Commercial Un-priced Bid”** and **“Price/Financial Bid”** respectively. Both the envelopes shall then be sealed in one outer (main) envelope.
  - III) The inner and outer envelopes shall:
    - a. Be addressed to the Purchaser at the following address :  
**The Director, Administration & Monitoring  
G.B. Pant University of Agriculture & Technology  
Pantnagar – 263145 (Udham Singh Nagar)  
Uttarakhand**
    - b) Bear the Item Name /Reference No./ Last Date for Submission of Tender / Date of Opening of Tender / Firm's Name & Address and a statement "Do not open before ---:----- hrs (IST) on ----,----,2022" As per the NIT details.
    - c) If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening

5. **Tender Fee** : A non-transferable Bid Document fee of Rs. 2,360/- ( Bid document fee Rs. 2000/- Plus GST @18% Rs. 360/-) in the form of crossed Demand Draft issued by the Scheduled Bank (SBI/PNB/UCO Bank/ Union Bank of India Only) drawn in favour of **Comptroller, GBPUAT** and payable at **Pantnagar only**. In case, the bidder provides demand draft issued by bank other than banks mentioned above, the collection charges (@ 3%) should be added in the amount of demand draft by the bidder himself.
6. **Bid Security/EMD** : All bids must be accompanied by Earnest Money Deposited (EMD)/Bid Security in the form of Demand Draft/Fixed Deposit Receipt/Banker's Cheque for **Rs. 1.20 Crores (Rupees One Crore and Twenty Lakhs Lakh Only)** pledged in favour of **Comptroller, GBPUAT** and payable at **Pantnagar**, which will be refunded if the offer is not accepted. In case, if offer is accepted, but not honored by the bidder, the Earnest Money will be forfeited. The Earnest Money will also be forfeited if wrong information is given in the Bid document. A scanned copy of Demand Draft/Banker's cheque/Fixed Deposit should be attached in online bid as mentioned under technical bid. The EMD of unsuccessful tenderer shall be refunded after the finalization of the order. No interest shall be paid on EMD.
7. It is necessary for the firm / agency to have the registration in the EPF and ESI office.
8. It is necessary for the firm/agency to be registered for GST and Income Tax Departments.
9. ESI act will be followed by the firm/agency. The liability of the employees in case of any accident etc. will be that of the firm/agency.
10. The average annual turnover of the Tenderer/Firm/Agency for the last three years should be more than Rs. 50.00 Crores. Confirmation of which should be shown in his Annual Accounts (Audited by CA)/ Income Tax Return.
11. The annual cost of about Rs.30.00 crore is estimated for the wages for performing various works in the main and external campuses of the University.
12. At the time of contract, the successful tenderer will have to deposit Rs. 2,50,00,000 (Rupees Two Crore Fifty Lakh) as **Performance Security** in the form of Bank Draft/Banker's Cheque/Back Guarantee/Fixed Deposit Receipt from a Scheduled Nationalized Bank drawn/pledged in favour of the **Comptroller, GBPUAT** and payable at **Pantnagar** within 21 days after the issue of letter of award by the University. Otherwise, the work order will be cancelled and the Earnest Money/Bid Security deposited with the Bid shall be forfeited. The EMD deposited by the successful firm/tenderer will be refunded after depositing Performance Security of Rs. 2,50,00,000 (Rupees Two Crore Fifty Lakh). The EMD deposited by the successful bidder/firm may be adjusted in the Performance Security, on the written request of the firm and after depositing the balance amount of Rs. 1, 30,00,000 (Rs. One Crore Thirty Lakhs only). No interest will be payable by the University on the deposited Performance Security. **The Performance Security shall remain with the University till the expiry of contract period and shall be returned, without any interest, only after the successful completion of contract and submission of No Dues. Performance security should remain valid for period of 90 days beyond dated of completion of all statutory and contractual obligations of supplier.**
13. The Firm/Agency will be required to open its Bank Account at Pantnagar. Through which the payment will be made directly in the bank account of the employed personnel.

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14. All e-tenders received by the stipulated date and time and the tenders received in paper mode will be opened by the Tender Committee of the University in the e-tender cell in the presence of the interested bidders or their representatives.
15. The successful bidder/firm will have to enter into an agreement with the University on non-judicial stamp paper of Rs.100.00 at his own expense. The terms and conditions of the tender will be part of the contract. **The successful bidder/firm will have to register the contract with the University at his own expense in the local office of the Registrar of Registration as per rules.**
16. The successful bidder/firm will be allowed to work with this restriction, that it will obtain the license under the Labour Act and the Employees' Provident Fund code, and makes available the appropriate archival evidence to the University within 30 days.
17. Pantnagar University will have the right to check the records maintained by the firm /agency whether all types of tax, EPF, service tax, ESI are being paid by the firm or not.
18. It is necessary to fulfil all the qualifications indicated in the tender form. In case of non-availability of desired qualifications, the tender will automatically be treated as cancelled.
19. The tenderer will have to produce all the original records of the copies submitted by him in the tender form and preserved with it at the time of opening of the tender.
20. **THE VICE CHANCELLOR, G. B. PANT UNIVERSITY OF AGRICULTURE & TECHNOLOGY, PANTNAGAR HAS THE RIGHT TO ACCEPT/REJECT ANY TENDER WITHOUT ASSIGNING ANY REASON THEREOF AT ANY STAGE.**
21. The tender will be accepted only after considering the reasonable justification of the minimum service charge demanded by the Tenderer in the tender.
22. The bill for payment will be processed only after the receiving of documentary evidence for payment of minimum wage, EPF and ESI. The firm shall be responsible for maintaining the record related to wages, EPF and ESI as per prevailing Acts/orders of Government of Uttarakhand. The records maintained so will also be open for inspection time to time.
23. The contractor firm shall be bound to follow provision of Contract Labour (Regulation and Abolition) Act 1970 & its central rules 1971. The University shall not be responsible for it in any matter.
24. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. GBPUAT, Pantnagar in no case shall be a party to such a dispute.
25. The payment to manpower employed by the contractor/firm/agency is to be made by the Contractor before 07<sup>th</sup> of every month through online transfer to beneficiary. In case of delayed payment, a penalty in the form of at least 10% of bill amount will be imposed on the contractor by the University. The bill should be submitted **Only after Payment** to the workers. The payment to contractor will be made through e-payment. A copy of ESI Challan and ECR indicating name of the workers with their EPF contribution will be submitted by the firm to the authorized officials of the University. If any complaint is received with regard to these matters, stringent action will be taken against the firm and concerned authorities will be asked to take legal action against the firm. The University will not at all be liable.



26. Agricultural and Animal related works are exempted from GST, however if it is applicable, its deposition will be liable to contractor. No GST will be paid by the University and the same has to be borne by the contractor.
27. All the terms and conditions of Tender shall be accepted by the Tenderer. No any modification shall be made by the tenderer. The EMD of disqualified firms will be refunded as per University standing rules.
28. The Firm/ Contractor/ Agency should have experience of at least ten manpower supply contracts in PSU/ Govt. Sector in previous Five years ending **31<sup>st</sup> March, 2022**.
29. The contractor shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased machines and material for the work.
30. It will be sole responsibility of the Contractor to compensate the labour on account of injury, loss of life or limb in accordance with the law in force for the time being. The University will in no way be responsible for such loss(es).
31. It will also be responsibility and liability of the Contractor to adhere to the provisions of the ESI and Provident Fund Act (in any case) if and they are not followed properly, he himself will be responsible for it.
32. The maternity benefits of female workers shall be claimed under ESIC by the Contractor/Firm/Agency, however the wages of worker deployed in place of female worker on maternity leave shall be paid by the University to the Contractor/Firm/Agency. No wages of the worker on maternity leave shall be paid to the Contractor/Firm/Agency.
33. No advance or part payment will be made. Payment shall be made electronically only and for making e-payment, Bank Account details must be provided along with the Bill.
34. The financial bid (Cover-II) of only technically qualified firms will be opened.
35. The tendering firm has to assess carefully the scope of work with specific reference to work.
36. For any clarification(s) as to the tender/scope of work or inspection of the premises, the prospective bidder(s) may enquire on pre-bid meeting scheduled on .....date..... at ..... Time and Venue.....
37. The contract shall normally be awarded for a period of two years from the date of agreement. The Contract will be strictly monitored and in case any shortcomings or deficiencies are noticed during the currency of contract period or any other contractual dispute, contract can be terminated by giving one month notice. The decision of Vice Chancellor, GBPUAT, Pantnagar in this regard shall be final and binding. The contract can be extended further for the period of one year as per need basis subject to satisfactory performance and consent of the Firm/Agency/contractor on same terms & conditions.
38. If contract is terminated on the grounds of glaring shortcomings or deficiencies during currency of its tenure including extended tenure, if any, the University shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is finalized whichever is earlier and difference in cost, if any, will be deducted from EMD/Performance Security deposited by ongoing Firm/Agency/ Contractor.



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39. In case of breach of terms and conditions of the Contract or any of them, the Contract shall be cancelled and Contractor will be blacklisted.
40. Wage slips are to be issued regularly to the workers by the Contractor.
41. Relatives of University employees are not allowed to undertake Contract work. The Contractor has to certify in his tender that no other member of his family is appearing in this Tender process. A passport size photograph of Contractor must be accompanied/ pasted on the Contract form.
42. The Contractor must enclose copy of the latest Income Tax clearance certificate with the tender.
43. Employees of GBPUAT/Any Govt. upto a period of three years after retirement cannot work as Contractor without written permission of the Vice Chancellor, GBPUAT, Pantnagar / State Govt.
- 44. All tools and equipment required for the works will be arranged by the Contractor.
45. It is the obligation of agency to follow the minimum wages issued by appropriate Government under Minimum Wages Act, 1948.
46. The University shall also have no liability, financial or otherwise, for any harm/ damage/ injury caused to the manpower/machinery deployed by the firm in the course of performing work of this University. Neither the firm nor it's worker shall have any claim on GBPUAT, Pantnagar for compensation or financial assistance on this account. Any such claim will be the sole responsibility of the Contractor/Firm/Agency.
47. It shall be the responsibility of the firm to comply with all the provisions of Acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of personnel engaged for the work in particular, then the Security deposit/performance security will be confiscated and firm will be blacklisted, as decided by the Vice Chancellor, GBPUAT, Pantnagar in consultation with other concerned University officials.
48. The personnel deployed by the Agency should not have any police records/ criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The Contractor will provide Name, Address, Telephone No. and Photographs of its employees deployed to the Office of Labour Welfare at GBPUAT, Pantnagar.
49. The employees for the contractor shall be of good character and of sound mental condition. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of Pan/Gutkha, smoking, using speakers for listening to music and loitering without any work.
50. **THERE WILL BE NO MASTER AND SERVANT RELATIONSHIP BETWEEN THE MANPOWER SUPPLIED BY SERVICE PROVIDER AND GBPUAT, PANTNAGAR AND FURTHER THAT SAID PERSONNEL OF SERVICE PROVIDER SHALL NOT CLAIM ANY EMPLOYMENT OR ABSORPTION IN THE GBPUAT, PANTNAGAR BY VIRTUE OF THEIR ENGAGEMENT FOR THIS WORK THROUGH THE SERVICE PROVIDER.**

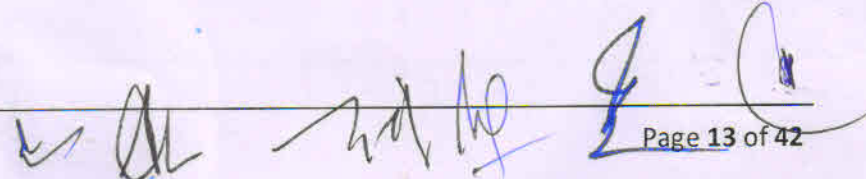


51. That no right, much less a legal right shall vest in the contractor workers to claim/ have employment or otherwise seek absorption in the University nor the contractor workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the University. The worker will remain the employees of the Firm/Agency/Contractors and will be the solely responsibility of the Agency to make it clear to their workers before deputing them for work at GBPUAT, Pantnagar.
52. The service provider's personnel shall not claim any benefit/compensation/ regularization/ absorption of services in the University under the provision of Industrial Disputes Act 1947 or Contract Labour (Regulation & Abolition) Act 1970 & its Central rules 1971 etc. The tenderer/ contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act. The Firm/Agency/Contractor shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
53. The Firm/Agency/Contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations and bye-laws laid down by local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
54. The personnel of Firm/Agency/Contractor shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature.
55. The Firm/Agency/Contractor shall replace immediately any of its personnel, if not acceptable to the University (GBPUAT, Pantnagar) because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from competent authority of the University.
56. The Firm/Agency/Contractor shall be responsible for the good conduct and behaviour of its employees. If any employee of the Firm/Agency/Contractor is found misbehaving with the GBPUAT staff or other staff of Agencies working, the Firm/Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instructions given by supervisory staff of GBPUAT, Pantnagar.
57. The damage caused, if any, to GBPUAT, Pantnagar property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the Vice Chancellor, GBPUAT, Pantnagar in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to the University, its properties, designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Vice Chancellor, GBPUAT, Pantnagar may deem fit.

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58. Any compensation for disengagement on account of death, disability or any mis-happening of any personnel deployed in the University, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability. The contractor should ensure the person engaged by him for contract work at GBPUAT, Pantnagar for all coverage of causality, death or accident or illness, at their own.
59. In the event of any loss being occasioned to the GBPUAT, Pantnagar on account of negligence of duty by Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the GBPUAT, Pantnagar either by replacement or on payment by adequate compensation.
60. The Firm/Agency/Contractor is wholly responsible to supply the personnel at GBPUAT, Pantnagar and if any accident/untoward incident happen, on account of improper workmanship with the concerned person during duty, the whole responsibility for settling the case with police/court, labour law etc. lies with the contractor.
61. The Firm/Agency/Contractor shall not appoint any sub-contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.
62. **ANY DISPUTE ARISING OUT OF AND IN RELATION TO THIS AGREEMENT SHALL BE REFERRED TO THE VICE CHANCELLOR, GBPUAT, PANTNAGAR AND HIS/HER DECISION WILL BE BINDING ON THE CONTRACTOR.**
63. If tenderer does not accept the award after issue of letter of award by the University within 15 days, the award made shall deemed to be withdrawn by the contractor without any notice & earnest money will be lapsed.
64. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm & attached in Technical bid in e-tendering. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the University shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of documents submitted by the bidder in Technical bids should be signed by the tenderer and scan copy of that documents attached in Technical bids in PDF Format which will be treated as original.
65. The selected Firm/Agency/Contractor will engage sectional number of labour/ personnel for the University as per labour rate prevalent in the district of Udham Singh Nagar (Uttarakhand) for satisfactory performance of the work. The agency shall employ good and reliable persons with robust health of age group between 18 to 55 years and also of good health. The tenderer/contractor/agency shall provide documentary proof of their staff/supervisors with their ESI & EPF contributions registered in scanned copy of Technical bid.



66. The selected Firm/Agency/Contractor may engage workers beyond 55 years of age after due approval of Vice Chancellor, GBPUAT, Pantnagar but should not exceed 60 years as per Uttarakhand G.O. 152/XXX(2)/2020/30(1)/2012 dated 08-09-2020.
67. **CANVASSING IN ANY FORM IS STRICTLY PROHIBITED AND TENDERS SUBMITTED BY THE CONTRACTOR WHO RESORTS TO CANVASSING ARE LIABLE FOR REJECTION.**
68. **THE CONTRACTOR/FIRM/AGENCY WILL DISCHARGE ALL HIS LEGAL OBLIGATIONS IN RESPECT OF WORKERS/ SUPERVISORS TO BE EMPLOYED/ DEPLOYED BY HIM FOR THE EXECUTION OF WORK IN RESPECT OF THEIR WAGES AND SERVICE CONDITIONS AND SHALL ALSO COMPLY WITH ALL THE RULES AND REGULATIONS AND PROVISIONS OF LAW IN FORCE THAT MAY BE APPLICABLE TO THEM FROM TIME TO TIME. THE CONTRACTOR SHALL INDEMNIFY AND KEEP INDEMNIFIED THE UNIVERSITY FROM ANY CLAIMS, LOSS OR DAMAGES THAT MAY BE CAUSED TO IT ON ACCOUNT OF ANY FAILURE TO COMPLY WITH THE OBLIGATIONS UNDER VARIOUS LAWS. IN CASE OF ANY DISPUTE, THE DECISION OF VICE CHANCELLOR, GBPUAT, PANTNAGAR SHALL BE FINAL AND BINDING ON THE CONTRACTOR.**
69. Income Tax (TDS) will be deducted from the payments of the firm/contractor/ agency as per rule.
70. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
71. The University shall have no liability whatsoever towards any other personal or equipment of the Agency. All statutory requirements for the workmen engaged for University Contract work are to borne by the Agency/Firm/Contractor and shall be sole responsibility of the Agency/Firm/Contractor.
72. Since the different work as mentioned in the tender will be awarded on Contract basis only, the workers deployed by the contractor do not have right to demand/claim for jobs, their wages and statutory/obligations from University.
73. The contractor/firm/agency will be the employer for the manpower deployed at this University and accordingly, the contractor needs to complete all legal formalities.
74. The contractor/firm/agency should ensure that the qualified and experienced persons capable for the job as per the requirement of work are provided/ engaged/ deployed.
75. **THE WORKERS ENGAGED BY CONTRACTOR/FIRM/AGENCY ON WORK CONTRACT WILL NOT BE ON PAYROLL OF THE UNIVERSITY AND WILL NOT BE ENTITLED TO ANY BENEFIT AS APPLICABLE TO UNIVERSITY EMPLOYEES.**
76. The contractor shall be fully responsible for all workers provided/ engaged/ deployed by him and shall not indulge in any commercial/political/Labour Union activities than doing specified job allotted to them. In case of any loss/ damage to University property or its interest of contract value or violating any clause given in tender the competent authority shall

- be free to deduct the same from the security deposit/EMD/performance security or any pending payment of the firm/contractor/agency with the University.
77. The University reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from EMD/Security Deposit/Performance Security or pending bills or by rising a separate claim.
  78. The contractor shall himself maintain his labour force and supervisory staff as required and as directed from time to time by the indenting officer of the University to provide highest standards of functioning of the research Units/farms/offices.
  79. The supervisory staff of the contractor should be present (in attendance) at the places where they are taken. Any change made in the supervisory staffs should immediately be intimated to concerned GBPUAT authorities immediately.
  80. The contractor shall keep a complaint register with his supervisor and it shall be open to verification by any authorized University officials for the purpose. Complaints should be immediately attended to by the Agency.
  81. The sufficient manpower/machinery should be ensured for continuity of on-going works till their completion.
  82. Drivers engaged by the contractor/firm/agency should fulfill all the criteria (requisite valid driving licence, good health, Insurance etc.) for driving vehicle/ Tractors/ Power tillers of GBPUAT, Pantnagar for local and anywhere in India for work of GBPUAT, Pantnagar as and when required.
  83. Any misconduct/misbehaviour on the part of manpower deployed by agency is undesirable and un-tolerated, such person(s) will have to be replaced immediately by the contractor on reporting from authorized officials of GBPUAT, Pantnagar.
  84. The persons so provided by the agency under this contract will not be the employee of the University and there will be no employer-employee relationship between the University and the person so engaged by the contractor.
  85. The contractor/firm/agency shall declare in writing if he is related to any officer/ employee of the GBPUAT, Pantnagar with details of relationship thereof along with the tender.
  86. Acceptance of the work contract to the contract firm by the University will be communicated by Registered post/FAX/Express letter/E-mail or any other form of communication. Tenderer are requested to give their FAX No./E-mail address(es) for early response.
  87. In case of any dispute, the jurisdiction of the court will be restricted to the limits of district of Udham Singh Nagar (Uttarakhand) only.
  88. In any dispute regarding the payment and regularization of labourers arises in the Court of law, all legal expenses will become the liability of the Contractor and will be deducted from the amount payable to the Contractor. The University will not borne any legal and other related expenses on any such type of legal cases.


89. The Contractor has to ensure availability of Canteen for the use of Contract labourer within 6 days of the commencement of the employment of Contract labour in accordance with Contract Labour (Regulation & Abolition) Act 1970 & its central rules 1971.
90. The Contractor has to ensure First Aid facilities, Rest rooms, drinking water, latrines, washing facilities etc. at various suitable places as welfare measure for his contract labourer in accordance with Contract Labour (Regulation & Abolition) Act 1970 & its central rules 1971.
91. The Contractor has to maintain all books, registers, form and all other related documents which are prescribed under Contract Labour (Regulation & Abolition) Act 1970 & its central rules 1971; Minimum wages Act 1948 & its central rules; EPF & MP Act 1952; ESIC Act 1948 and all other concerned Acts/labour laws & its central rules.
92. The attendance register of workers engaged by the Firm/ Agency/ Contractor will be produced before the Office of Labour Welfare at University while making the payment. The payment made by the Contractor to the labourers through their bank accounts and documentary proof in this regard should be produced by the Contractor to the Office of the Labour Welfare at the University.
93. The Contractor shall observe and abide by the provisions of all laws, rules and regulations and shall also obtain at his own cost all necessary licenses, permits etc. that may be necessary for the purpose of carrying out different provisions of the agreement. It shall also be the responsibility of contractor to ensure compliance with all labour laws provisions including all such liabilities due and payable under any other applicable State/ Central laws.
94. The Contractor shall carry out police verification of all workmen within 15 days of commencement of work at his cost and submit police verification report along with their photograph to Office of Labour Welfare at University. The University will not bear expenses incurred (if any) for Police verification etc.
95. The successful tenderer will be required to necessarily obtain a valid license to employ Contract labour from the appropriate authority under the Contract labour (Regulation & Abolition) Act 1970 & its central rules 1971 at once before the commencement of the work and continue to have a valid licence until the completion of the contract. The Contractor shall also abide by the provision of the Child Labour (Regulation & Abolition) Act 1986.
96. The Contractor has to attach following documents along with bills for payment:
  - (a) Proof of having deposited employee's as well as employer's contribution towards PF & ESIC. The PF & ESIC amounts have to be deposited by 12<sup>th</sup> of each month for every completed previous month.
  - (b) If the Contractor fails to deposit the EPF by 12<sup>th</sup> of each month, he will be liable for penalty @ Rs. 5000/- per day. This penalty will be deducted from performance security deposited by him from 13<sup>th</sup> of each month till its reimbursement to the University.
  - (c) Proof of having paid wages to his workmen within 7<sup>th</sup> day of the following wage period.
  - (d) Copy of Attendance register (in original) of workmen concerned.
97. The Contractor must ensure the safety measures of workers (Mask, hand gloves, apron etc.) as per the requirement.

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98. Contractor will issue identity card to each of the labourer engaged for work and submit a copy of the same within seven days at Office of the Labour Welfare at University after registering them.
99. **FRAUDULENT & CORRUPT PRACTICE:** Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the University of the benefits of free and open competition. "Corrupt Practice" means offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
100. The agency shall be the employer of the workman and any other staff deployed by it in the University and in no case there shall be a relationship of Employer and Employee between the University and the said manpower.
101. The manpower employed by the Agency shall have no right, whatsoever, for any appointment in the University in temporary/ad-hoc/daily wages/regular capacity on the basis of their work in the University.
102. The University will be free to deduct 20% of One month service charge from Contractor if he fails to pay wages to workman after 07<sup>th</sup> in any month.

**Procedure for payment of wages to workers and reimbursement from University**

103. The contractor shall produce the attendance of the worker, for verification from the place of deployment, and then after prepare the bill on the basis of verified attendance only.
104. The bill prepared in such a way shall be produced to the concerned Administrative Controlling Officer along with the verified attendance record for release of payment order from concerned Administrative Controlling Officer and the payment shall be released to workers by the Contractor.
105. After that the bills shall be produced along with all relevant documents (EPF, ESI and Statuary Provisions declared from time to time.) to LWO for reimbursement/release of payment from LWO/Comptroller Office.



### 3. General Terms & Conditions of Contract


1. During the period of contract, the settlement of common cases of successful tenderer (Second Party) will be under the rules of Govind Ballabh Pant University of Agriculture & Technology, Pantnagar (First Party) and other cases arising during the work will be disposed on the basis of University management.
2. **THE SECOND PARTY SHALL ABIDE BY THE TERMS OF THE CONTRACT AS WELL AS ALL THE TERMS AND CONDITIONS OF THE TENDER. THE NOTICE INVITING TENDER (NIT) AND THE TERMS AND CONDITIONS OF THE TENDER SHALL BE DEEMED TO BE PART OF THE CONTRACT. IN CASE OF ANY DOUBT REGARDING THE INTERPRETATION OF ANY PART OR WORDS MENTIONED IN THE NIT OR THE CONTRACT, THE DECISION OF THE VICE CHANCELLOR, GOVIND BALLABH PANT UNIVERSITY OF AGRICULTURE AND TECHNOLOGY, PANTNAGAR WILL BE FINAL.**
3. It will be necessary for the second party to get accomplished the works assigned / told to him by the authorized nominated officer of the first party, for all works for which it has been contracted.
4. The First Party reserves the right to change the terms of the Agreement at any time as deemed necessary.
5. The contract period will be for two years from the date of allotment of work/contract which can be extended further upto maximum 01 year with mutual consent depending upon the terms and conditions and quality of work. If the performance of the second party is not found satisfactory, notice will be served to the second party. If the second party doesn't improve its performance even after giving the first notice, then a deduction of 50% will be made in it's service charge. Even after that, if the second party failed to perform satisfactory work then the service charge will not be paid to it and the contract will be terminated forfeiting the security deposit.
6. In case the work is not performed as per the terms of the contract or stopped before the expiry of the contract period, the security deposit of the second party will be forfeited. Security deposit (principal amount) will be refunded on satisfactory completion of work as per contract and tender conditions. The second party will not be entitled to get any kind of compensation for this.
7. The second party shall employ only the mentally and physically healthy adults for unskilled, semi-skilled and skilled jobs and deploy them as per requirement of the University for its main campus, Pantnagar and outside campuses located in different districts of Uttarakhand state.
8. The second party shall conduct the medical health check-up and Police verification of the workers to be employed at its own expense and submit it at Labour Welfare Office of the first



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party. The workers against whom any suit is pending in any court, will not be employed and this shall be verified by the second party. The workers against whom any disciplinary action is pending at the University level or whose entry into the campus is counterbund, will not be employed.

9. The second party shall maintain an attendance register at the place of deployment for the attendance of its workers, showing the daily attendance of the workers and other relevant records as per labour laws.
10. The second party will be answerable to the first party for ensuring proper compliance of all labour laws (Contractual Labour Act, EPF Act, ESI Act etc.).
11. The contract work allotted to the second party is non-transferrable to any other, else otherwise the first party will have the right to forfeit the security deposit by canceling the contract.
12. **ANY DISPUTE ARISING BETWEEN THE UNIVERSITY AND THE CONTRACTOR/EXTERNAL SERVICE PROVIDER SHALL BE REFERRED TO THE SOLE ARBITRATION OF THE VICE CHANCELLOR, G.B. PANT UNIVERSITY OF AGRICULTURE & TECHNOLOGY, PANTNAGAR OR AUTHORITY NOMINATED BY VICE CHANCELLOR. THE DECISION OF THE SOLE ARBITRATOR SHALL BE FINAL AND BINDING UPON BOTH THE PARTIES AND NO CLAIM OR PETITION CAN BE FILED IN ANY COURT AGAINST IT. ARBITRATION PROCEEDINGS SHALL BE GOVERNED BY THE ARBITRATION & CONSOLIDATION ACT., 1996.**
13. Section 36-B and other sections contained in the Employees' Provident Fund and Miscellaneous Provisions Act. 1952, which will be in the interest of the workers, will have to be followed by the second party.
14. The work rendered by the employed workers and their payment shall be made to second party according to the established arrangements of the University.
15. **THE TERMS AND CONDITIONS GIVEN IN THIS NIT (NOTICE INVITING TENDER) DOCUMENT IN ENGLISH VERSION SHALL ONLY BE TREATED FOR ANY LEGAL ISSUE.**



## 4. Special Conditions of Contract

### 4.1 Legal Aspects

1. The first party (the University) reserve the right to forfeit the service charge and security money of the second party, in case of lawful non-compliance of labour rules/laws. The second party is liable to pay any fee/penalty, owing to non-submission of EPF/ESI related ECR, challan and details to the University in time.
2. The second party shall be fully responsible for transfer of the EPF amount deposited by contractual workers, already engaged in the University earlier (if any), in the new EPF code/UAN as per EPF rules.
3. According to the Contract Labour (Regulation & Abolition) Act, it is mandatory for the second party to release the job card to the worker with in three to twenty days of date of engagement. A copy of which is to be submitted at Labour welfare Office within a period of one week.
4. If there is theft or damage to the property of the University directly or indirectly by the negligence of the second party or its personnel, then it will be recovered from the bill /security money of the second party. It will be the responsibility of the second party to detach such worker(s) immediately.
5. If the first party is made a party in any kind of legal proceedings by the workers employed by the second party, then the second party is liable to bear all cost of expenses and compensation of such legal proceedings.
6. If any kind of accident occurs, within the contract period, with any worker of the second party, then according to the rules, under the provisions of the ESI act, the second party will be liable to pay compensation or the amount legally payable. The first party will reimburse the ESI contribution to the second party, as per rules.
7. If any contractual worker meets with abrupt accident during the work then the expenditure on providing medical aid to the affected worker will be borne by the second party. In the absence of the second party, whatever amount will be spent by the Labour Welfare Department of the first party in favor of the affected worker, it will be payable by the second party. In the event of non-deposit of this due amount in the University treasury by the second party, it will be adjusted/recovered from the security/bills presented by the second party for reimbursement.
8. In case the employed personnel are sent on tour for official work, the minimum daily traveling allowance according to the category of worker will also be provided by the second party, which will be claimed along with the bill for the respective month however, no service charge will be payable on such type of claims.
9. If a worker or personnel employed by the second party is found unsuitable for specific job by the first party, the second party will have to remove such personnel/worker from the work on oral or written notice and a new worker/personnel will have to be made available as replacement.

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10. It will be the responsibility of the second party that the workers employed by them during the contract period will not take part in any strike/demonstration or union formation in the University and its outside campuses, otherwise the first party will have the right to forfeit the security money of the second party and terminate the contract. Month wise and year wise EPF, ECR details of the workers employed by the second party will have to be made available in the Labour Welfare Office and Comptroller Office of the University. The second party shall also provide these documents for inspection on the demand of the concerned worker from time to time.
11. The workers deployed by the second party (firm/agency) will be known as the employees of the firm/agency. The names, photographs and signatures of these workers will not be used on any record of the University. If name, photo and signature etc. are found, then they will be considered as illegal. Also, no certificate of any kind will be issued by the University to these contractual workers of firm/agency at any level. The University will not bear any kind of legal responsibility related to these workers. If the contract of the firm/agency is terminated, then all the employees deployed by the firm/agency will automatically deemed to have been removed from the work of the University.
12. **CORRUPT OR FRAUDULENT PRACTICES:** The University requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose, the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The University will reject a proposal for the award and may forfeit the EMD and/or Performance Guarantee (Security Money) if it determines that the bidder recommended for the award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).
13. **The terms and conditions given in this NIT (Notice Inviting Tender) document in english version shall only be treated for any legal issue.**

#### 4.2 Terms of Payment

1. The second party shall have to pay the wages of the workers employed in the previous month latest by the 07th working day of a successive month which will be reimbursed by the University to the second party up to 20 working days of the same month.
2. Under the provisions of the Minimum Wages Act 1948, the second party is fully liable to furnish a salary slip, (containing name of firm and the details of EPF/ESI etc.), to the workers at the time of payment of salary, whose counter file or a copy will have to be made available to the first party. It will be the responsibility of the second party to ensure payment of wages etc. of its employees through their bank accounts only.
3. It will also be obligatory on the part of service provider to continue payment of wages to the workers upto a period of 03 months even if the University unable to reimburse the bills of



Contractor/Firm/Agency due to non availability of funds or any other unforeseen reasons. That money is to be reimbursed by the University as per the availability of funds.

4. After payment of wages to the workers employed by the second party, the bills/invoices will be presented to the concerned units of the University through Labour Welfare Office for reimbursement.
5. Service charge will be payable on the total amount of wages (Basic Pay + VDA). Service charge will not be payable on ESI, bonus, and employer contribution of EPF. Amendments could be made from time to time as per the orders received from the Government of Uttarakhand.
6. The first party, on receipt of the bill, shall make the payment of the amount of wages, EPF (employer contribution), and service charge mentioned in the bills, after deducting TDS (income tax) as per the applicable rate from time to time. The amount of TDS so deducted will be deposited by the first party (University) in the relevant account head of the Income Tax Department.
7. The second party will have to get the workers employed by him insured under the ESI at his own expense. The reimbursement of which will be made by the first party. For which the second party will have to submit a separate bill. No service charge will be payable on this.
8. Govind Ballabh Pant University of Agriculture and Technology, Pantnagar is an agricultural educational and research institute. Therefore, action will be taken on service tax as per the rules issued by the Government of India.
9. In the event of termination of the contract, the EPF account of its employees employed by the second party for the work of the first party will be settled in two months as per the rules. The second party will have to provide no-objection certificate from the EPF office and service tax office, and after obtaining the dues certificate from various departments of the university and making it available, the last month's service charge and security money will be released to the second party.
10. In the event of termination of the contract, the second party will settle the EPF account of the employees employed for the work of the first party with in two months as per the rules. The second party will have to provide no-objection certificate from the EPF office and service tax office. After submitting the no-dues certificate from various departments of the University, the last month's service charge and security money will be released to the second party.
11. The second party (the contractor) shall have to deposit the EPF contribution of the workers employed by it and the service tax amount at its own and shall have to submit the details of the such deposits to the first party (the University).

### 4.3 Emolument of workers

The minimum wage/wage of the workers deployed through the external service provider in the University will be payable as per the notifications issued from time to time by the Labour Department of the Uttarakhand State Government and after the approval of the competent authority.

## 5. Requirement & Specifications

### 5.1 Details of Work (कार्य का विवरण)

श्रेणी	संभावित संख्या
श्रमिक, हेल्पर, पशु सेवक, बुल अटेंडेंट, स्वच्छक, सईस, माली, कार्यालय कार्य, प्रयोगशाला परिचर, श्रमिक चौकीदार, वार्ड ब्वाय, आया या इसी प्रकार के अन्य कार्य	1516
ड्रेसर, मैशन, वायरमैन, मेट, गैस प्लांट अटेंडेंट, बुक बाइण्डर, आटोमैटिक पेपर कटिंग कार्य, आप्टिकल परिचारक, जैनिटर कार्य, डाक वितरण, कुक, केयर टेकर, शोध कार्य में सहायता, पेंशन सेल में सहायता, आयल मैन कार्य, या इसी प्रकार के अन्य कार्य	94
डार्करूम कार्य/सहायक, सहायक कम्पाउण्डर/ कम्पाउण्डर, जीरोक्स कार्य, इलैक्ट्रिशियन, एस0बी0ए0 कार्य, जे0एम0टी0 कार्य, मीटर रीडर कार्य, प्रयोगशाला सहायक, प्रक्षेत्र सहायक, मैकेनिक, डेंटल सहायक तकनीकी, अनुसंधान कार्य सहायक, कारपेंटर कार्य, वैल्डर, प्रेस आपरेटर, प्लम्बर, जनरेटर आपरेटर, पम्प/ट्यूबवैल आपरेटर, मिल्क रिकार्डर, वाहन चालक, ट्रैक्टर चालक, लैब तकनीशियन कार्य या इसी प्रकार के अन्य कार्य	310
लिपिकीय कार्य, जॉब लिपिक कार्य, टंकण कार्य, रजिस्ट्रेशन क्लर्क, कनिष्ठ सहायक	84
आफसेट प्रिंटिंग, विडियो एडिटर, प्रशिक्षण कार्य, मल्टीमिडिया डिजाइनर, आर्टिस्ट रिटेचर कम पेस्टर, बायो एजेंट उत्पादन कार्य, डॉग ट्रेनर, प्लेट मेकर कार्य या इसी प्रकार के अन्य कार्य	58
कनिष्ठ आशुलिपिक, वैयक्तिक सहायक कार्य	02
डाटा एनालिस्ट, लैब एनालिस्ट, स्टैटिकल असिस्टेंट	52
सहायक अभिरक्षिका कार्य, ऑफसेट प्रिंटिंग आपरेटर, आर्टिस्ट पेस्टर कार्य, जूनियर इंजीनियर कार्य, स्टाफ नर्स, शिक्षक/शिक्षिका कार्य, फार्मासिस्ट, आ.रि.कम पेस्टर कार्य, वास्तुकला सहायक कार्य, सुपरवाइजर कार्य, प्रोग्राम प्रोड्यूसर कार्य, स्कीप्ट राईटर कार्य, संपादन कार्य	100
उपरोक्त के अतिरिक्त आवश्यकतानुसार अन्य कार्य	

**5.2 Educational Qualification (शैक्षिक अर्हताएं) / Experience (अनुभव)**

वाहय सेवादाता के माध्यम से कराये जाने वाले विभिन्न कार्यों हेतु न्यूनतम आवश्यक योग्यता

क्र.सं.	कार्य का नाम	कार्य करने हेतु न्यूनतम आवश्यक शैक्षिक एवं तकनीकी योग्यता, अर्हताएं
1	प्रयोगशाला परिचर एवं अन्य सभी प्रकार के परिचर	जूनियर हाईस्कूल
2	प्लम्बर	संबंधित ट्रेड में आई0टी0आई0 अथवा 3 वर्ष का अनुभव
3	मैसन	साक्षर एवं कार्य में दक्ष
4	वायरमैन	जूनियर हाईस्कूल एवं संबंधित क्षेत्र में आई0टी0आई0
5	प्रयोगशाला सहायक	इंटर साइंस गृह विज्ञान महाविद्यालय हेतु इंटरमीडिएट एवं संबंधित क्षेत्र में कार्य करने की योग्यता।
6	लिपिकीय कार्य	इंटर अथवा स्नातक के साथ कम्प्यूटर पर अंग्रेजी एवं हिन्दी भाषाओं में 30 शब्द प्रति मिनट की टाईपिंग स्पीड
7	वाहन चालक/ट्रैक्टर चालक आदि	वैध व्यवसायिक लाइसेंस के साथ जूनियर हाईस्कूल अथवा आई0टी0आई0
9	सहायक अभिरक्षिका कार्य	स्नातक एवं 2 वर्ष का अनुभव
10	सहायक अध्यापक/अध्यापिका	मान्यता प्राप्त वि0वि0 से स्नातक तथा दो वर्षीय बी0टी0सी0 पाठ्यक्रम/बी0एड परीक्षा एवं अध्यापक पात्रता परीक्षा उत्तीर्ण
11	मल्टीमीडिया डिजाईनर	कम्प्यूटर कार्य में डिप्लोमा
12	डाटा एनालिस्ट	सांख्यिकी अथवा गणित अथवा कम्प्यूटर विज्ञान में स्नातक
13	प्रयोगशाला एनालिस्ट	बी0एस0सी0
15	फोरमैन	संबंधित क्षेत्र में आई0टी0आई0 एवं 3 वर्ष का अनुभव
16	मैकेनिक	संबंधित क्षेत्र में आई0टी0आई0
17	वीडियो एडिटर	जूनियर हाईस्कूल के साथ संबंधित क्षेत्र में आई0टी0आई0
18	प्रोग्राम प्रोड्यूसर	स्नातक एवं 2 वर्ष का अनुभव अथवा कृषि स्नातक
19	लाईनमैन	संबंधित क्षेत्र में आई0टी0आई0
20	इलैक्ट्रीशियन	संबंधित क्षेत्र में आई0टी0आई0
21	कम्पाउंडर/फार्मासिस्ट	फार्मसी में डिप्लोमा
22	पुस्तक सेवक	हाईस्कूल
23	डाक वितरण	जूनियर हाईस्कूल
24	शोध/अनुसंधान कार्य में सहायता	इंटर साइंस
25	लिफ्ट/जनरेटर ऑपरेटर	संबंधित क्षेत्र में आई0टी0आई0
26	स्टाफ नर्स	डिप्लोमा इन जनरल मेडिकल एण्ड सर्जिकल नर्सिंग एवं 3 वर्ष का अनुभव
27	लैब तकनीशियन	इंटर साइंस
28	पम्प ऑपरेटर	संबंधित क्षेत्र में आई0टी0आई0 अथवा पांचवी पास एवं

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29	आफसेट प्रिंटिंग कार्य	हाईस्कूल के साथ प्रिंटिंग में डिप्लोमा एवं 5 वर्ष का अनुभव
30	कारपेंटर कार्य	संबंधित क्षेत्र में आई0टी0आई0
31	बुक बाइंडर	जूनियर हाईस्कूल एवं 3 वर्ष का अनुभव
32	पर्यवेक्षक	स्नातक
33	आशुलिपिक	इंटर के साथ अंग्रेजी एवं हिन्दी में क्रमशः 80 एवं 30 मिनट की आशुलिपिक टाइपिंग
34	लोहार	संबंधित क्षेत्र में आई0टी0आई0
35	वार्ड बॉय	जूनियर हाईस्कूल
36	रजिस्ट्रेशन क्लर्क	इंटरमीडिएट
37	कंडक्टर	जूनियर हाईस्कूल
38	डार्करूम सहायक	हाईस्कूल एवं 2 वर्ष का अनुभव
39	प्रक्षेत्र सहायक	इंटर (साइंस अथवा कृषि में)
40	आर्टिस्ट रिटेचर कम पेस्टर	हाईस्कूल एवं 3 वर्ष का अनुभव
41	आर्टिस्ट कार्य	डिग्री अथवा डिप्लोमा कार्मिशियल आर्ट एवं 3 वर्ष का अनुभव
42	फोटोग्राफर कार्य	हाईस्कूल एवं डिप्लोमा सर्टिफिकेट इन फोटोग्राफी एवं 3 वर्ष का अनुभव
43	श्रमिक, हेल्पर, माली, स्वच्छक, गैस प्लांट अटेंडेंट, पशु सेवक, आया, बुल अटेंडेंट, सर्जिस आदि	संबंधित क्षेत्र में दक्ष
44	कुक	साक्षर एवं होटल/अतिथिगृह में 5 वर्ष का अनुभव
45	ड्रेसर	जूनियर हाईस्कूल एवं 2 वर्ष का अनुभव
46	अवर अभियंता कार्य	संबंधित क्षेत्र में डिप्लोमा एवं 5 वर्ष का अनुभव
47	प्लेट मेकर कार्य	हाईस्कूल एवं 5 वर्ष का अनुभव अथवा डिप्लोमा
48	स्टेटिकल असिस्टेंट	एम0एस0सी0 या बी0एस0सी0 इन स्टेटिकल या मैथ्स एवं 2 वर्ष का अनुभव
49	मिल्क रिकार्डर	हाईस्कूल एवं 3 वर्ष का अनुभव अथवा कृषि में इंटर
50	खण्ड अधीक्षक	कृषि स्नातक एवं 2 वर्ष का अनुभव अथवा कृषि में डिप्लोमा एवं 5 वर्ष का अनुभव

उपरोक्त कार्य एवं अन्य कार्यों हेतु अधीनस्थ कर्मचारी सेवा नियमावली, उत्तराखण्ड शासन द्वारा निर्गत शासनादेशानुसार एवं पदों की बढ़ोत्तरी की दशा में विश्वविद्यालय द्वारा समय-समय पर निर्धारित शैक्षिक योग्यताएं एवं अर्हताएं मान्य होगी।

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## 5.3 Work Place (कार्य स्थल)

मुख्य परिसर	मुख्य परिसर पंतनगर विश्वविद्यालय, मॉडल फ्लोरिकल्चर सेंटर, प्रजनक बीज उत्पादन केन्द्र, सब्जी अनुसंधान केन्द्र, औषधीय अनुसंधान केन्द्र, एग्रोफारेस्ट्री, विश्वविद्यालय फार्म, बाल मंगलम स्कूल, उद्यान अनुसंधान केन्द्र एवं विश्वविद्यालय की अन्य इकाईयां।
वाह्य परिसर	ग्रामीण जैव सम्पदा केन्द्र; खन्ना फार्म, भगवानपुर, रुद्रपुर; गन्ना अनुसंधान केन्द्र, काशीपुर; कृषि विज्ञान केन्द्र धनौरी, हरिद्वार, कृषि विज्ञान केन्द्र काशीपुर, ऊ0सिं0 नगर, कृषि विज्ञान केन्द्र गैना-एचोली, पिथौरागढ़, कृषि विज्ञान केन्द्र ग्वालदम, चमोली, कृषि विज्ञान केन्द्र मटेला, अल्मोड़ा, कृषि विज्ञान केन्द्र ज्योलीकोट, नैनीताल, कृषि विज्ञान केन्द्र जाखधार, रुद्रप्रयाग, कृषि विज्ञान केन्द्र ढकरानी, देहरादून, कृषि विज्ञान केन्द्र लोहाघाट, चम्पावत, अनुसंधान एवं प्रशिक्षण केन्द्र, पौड़ी, गढ़वाल, अनुसंधान केन्द्र, मझेड़ा, नैनीताल, शोध एवं प्रसार केन्द्र, मटेला, अल्मोड़ा, अनुसंधान केन्द्र सुई लोहाघाट, चंपावत, एवं विश्वविद्यालय को शासन व अन्य एजेंसियों से समय-समय पर हस्तांतरित अन्य इकाईयां।



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## 6. Documents comprising the bidders proposal

The bid prepared by the bidder shall comprise of following components :

**Technical Bid** – The Technical Bid shall comprise of following :

- (i) Cost of Tender document in form of Bank Draft or copy of the tender cost deposit receipt.
- (ii) Earnest Money Deposit.
- (iii) Technical Bid Submission letter in prescribed format (ANNEXURE 'A').
- (iv) Bidder Profile as per ANNEXURE 'B'.
- (v) Notarized Power of attorney executed by the Bidder in favour of the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender in prescribed format (ANNEXURE 'C').
- (vi) Duly signed and stamped copy of Tender document with all amendments/ corrigendum/addendum.
- (vii) Eligibility and Evaluation Criteria documents to support the qualification of Bidder.
- (viii) An undertaking duly attested by the notary that the bidder is currently not blacklisted or banned by any Govt./Govt. Department/Govt. Agency/PSU in India for corrupt or fraudulent practices or non performance in last 3 years.



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## ANNEXURE 'A'

### Tender For Manpower Supply (To be furnished on Company/Firm Letter Head)

From:

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To,

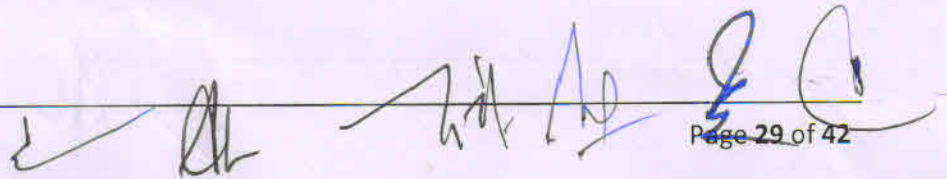
Director Administration & Monitoring ,  
G.B.Pant University of Agriculture & Technology,  
Pantnagar, Distt- Udham Singh Nagar  
Uttrakhand – 263145

**Sub : Tender for unskilled, semi-skilled, skilled manpower supply.**

Dear Sir,

With reference to your Tender Notice No. .... dated ..... published of Uttarakhand Tender portal [uktenders.gov.in](http://uktenders.gov.in) and in the newspaper I/we, after having examined the Biding Document and understanding the contents, hereby submit my/our Bid for the aforesaid Tender.

1. The Bid is unconditional.
2. All information provided in the Appendices are true and correct.
3. I/We shall make available to G.B. Pant University of Agriculture & Technology, Pantnagar any additional information it may find necessary or require to supplement or authenticate the Bid.
4. **I/we acknowledge the right of G. B. Pant University of Agriculture & Technology, Pantnagar to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.**
5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. I/we declare that I/We have examined and have no reservation to the Bidding Documents, including any Addendum issued by G. B. Pant University of Agriculture & Technology, Pantnagar.
7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the project, without incurring any liability to the Bidders.
8. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by any court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which related to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of Law for any offence committed by us or by any of our Associates.



10. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate G. B. Pant University of Agriculture & Technology, Pantnagar of the same immediately.
11. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by G. B. Pant University of Agriculture & Technology, Pantnagar in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned project and the terms and implementation thereof.
12. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
13. I/We have studied all Bidding Documents carefully and we understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by G. B. Pant University of Agriculture & Technology, Pantnagar or in respect of any matter arising out of or concerning or related to the Bidding Process including the award of contract.
14. I/We offer a Bid Security of Rs. 1.20 Crores/- (Rupees One Crore and Twenty Lakhs only) to G. B. Pant University of Agriculture & Technology, Pantnagar in the form of Demand Draft/ Bank Guarantee/Banker's Cheque (strike out whichever is not applicable) is attached.
15. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Work Order is not awarded to me/us or our Bid is not opened.
16. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from The Bid Due Date specified in the DOCUMENT.
17. I/We agree and undertake to abide by all the terms and conditions of the document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the document.

Your faithfully,

Date :  
Place :

(Signature of Authorized signatory)  
(Name and designation of Authorized signatory)  
Name and seal of the firm

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## ANNEXURE 'B'- Technical Bid

### BIDDER'S PROFILE

1. Name of the Agency \_\_\_\_\_
2. Year of Establishment \_\_\_\_\_
3. Registered Office Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Phone No. \_\_\_\_\_
5. Bankers and their addresses \_\_\_\_\_  
\_\_\_\_\_
6. Fax No. \_\_\_\_\_
7. E-mail \_\_\_\_\_
8. Mobile No. \_\_\_\_\_
9. Service Tax Number \_\_\_\_\_
10. TAN No. \_\_\_\_\_
11. PAN No. \_\_\_\_\_

Affix duly  
attested passport  
size photograph  
of the tenderer

I/We confirm that the information furnished above is correct to the best of my knowledge & belief. In the event of any information given by me/us is found incorrect/false at any time, I/We understand EMD will be forfeited without notice, besides any other appropriate action against me/us.

Date :  
Place :

(Signature of Authorized signatory)  
(Name and designation of Authorized signatory)  
Name and seal of the firm

*[Handwritten signatures and marks]*

The Bidder should enunciate his approach for providing Human resources to Govind Ballabh Pant University of Agriculture & Technology, Pantnagar being offered by the Bidder. The following questionnaire should be duly filled and all supporting documents should be enclosed with the Technical Bid.

S. No.	Description of documents attached	Document attachment (Yes/No)	Page No.
1.	Manpower Agencies could be a Registered Proprietor Firm/ Partnership Firm/ Company incorporated under Companies Act 1956 and produce the Registration Certificate accordingly.		
	(a) In case of Partnership Firm, a copy of Deed of partnership or in case of a Company, a copy of Memorandum of Understanding (MOU) and Articles of Association should be enclosed.		
	(b) In case of Partnership Firm, a copy of list of partners with names and addresses or in case of company, list of director with addresses should be enclosed.		
2.	PAN card of the Company or Proprietor in case of individual along with Address proof, ID proof of the contractor (Proprietor)		
3.	Certificate of experience in providing manpower to any Organization for last three (03) years continuously till year <b>2022</b> should be enclosed.		
4.	The Agency should produce Income Tax Returns for last three (03) years (Proof of documents should be enclosed).		
5.	Details of EMD and a Demand Draft should be enclosed.		
6.	The Agency must have registered for minimum 1500 (One Thousand five hundred) employees on its rolls. Necessary proof like Certification and Payment Proofs should be enclosed.		
7.	The Agency must have registered for Service Tax. Necessary proofs like Certification and payment details should be enclosed.		
8.	The Agency shall have Registration Certificate from the Labour Department for minimum of 1500 (One Thousand five hundred) Service Personnel (proof to be enclosed).		
9.	The Agency should enclose the Certificate of turnover during last 03 years in Manpower supply, duly certified by Chartered Accountant and Supported by the Bank Statement.		
10.	Reference list of any three major clients with complete contact details, for whom services were provided during the last 3 (Three) years giving the nature and scope of services, method and technology applied, Manpower deployed and total value of the Contract.		
11.	List of full time key employees of the Agency with qualification experience (only senior management) and the number of years of service in the Organization.		

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	The Tenderer will have to submit the following declaration: (a) That the firm was not blacklisted by any department in Uttarakhand State Government or other State/Central Government due to any reason. (b) That the firm was not disqualified for any wrong declaration. (c) That the firm agrees for disqualification of tender forms summarily in case of wrongful representation of facts when come to notice.		
12.	Relevant Registration Certificates of (a) Labour Acts, (b) Shops & Commercial Establishments Act, (c) EPF & MP Act, (d) ESI		
13.	List of Certificates enclosed.		

Date :  
Place :

(Signature of Authorized signatory)  
(Name and designation of Authorized signatory)  
Name and seal of the firm

*[Handwritten signatures and marks]*

## ANNEXURE 'C'

### Power of Attorney for signing of Bid

Know all men by these presents, We, .....(name of firm and .....address of registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms..... son/daughter/wife of ..... and presently residing at ....., who is [presently employed with us/the lead Member of our Consortium and holding the position of .....], as our true and lawful attorney (hereinafter referred to as the 'Attorney') to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Tender of Supply of Manpower developed by the G. B. Pant University of Agriculture & Technology, Pantnagar (hereinafter referred to as "University") including but not limited to signing and submission of all applications, bids and other documents and writing, participate in bid process and other conferences and providing information/ responses to the University, representing us in all matters before the University, signing and execution of all contracts including the Concession Agreement and undertaking consequent to acceptance of our bid and generally dealing with the University in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the University. And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF.....2022 FOR .....

(Signature)  
(Name, Title and Address)  
Witnesses :-

- 1.
- 2.

Accepted [Notarized]  
(Signature)  
(Name, Title and Address of Attorney)





## अनुबंध (AGREEMENT)

यह अनुबंध पत्र आज दिनांक .....माह .....सन् 2022 को गोविन्द बल्लभ पंत कृषि एवं प्रौद्योगिक विश्वविद्यालय, पंतनगर (जिसे आगे प्रथम पक्ष कहा गया है)

एवं

..... (जिसे आगे द्वितीय पक्ष कहा गया है) के मध्य किया गया है।

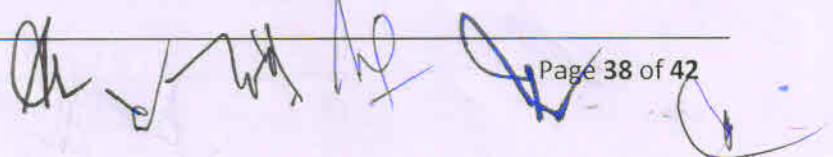
उद्देश्य –द्वितीय पक्ष द्वारा विश्वविद्यालय को श्रम विभाग द्वारा स्वीकृत न्यूनतम मजदूरी पर विश्वविद्यालय के मुख्य एवं वाह्य परिसर में विभिन्न कार्यों हेतु कार्मिक उपलब्ध कराये जायेंगे जिसके लिए विश्वविद्यालय द्वारा द्वितीय पक्ष को कुल मजदूरी (मजदूरी + VDA) का .....% सर्विस चार्ज दिया जायेगा तथा कार्मिकों के मजदूरी आदि का भुगतान अनुबंध की शर्तों के अनुसार किया जायेगा।

अनुबंध की शर्तें निम्नवत है जो दोनों पक्षों को मान्य हैं:-

1. अनुबंध की अवधि में सफल निविदादाता (द्वितीय पक्ष) के सामान्य प्रकरणों का निस्तारण गोविन्द बल्लभ पंत कृषि एवं प्रौद्योगिक विश्वविद्यालय, पंतनगर के नियमों के अधीन होगा तथा कार्य के दौरान उत्पन्न अन्य प्रकरणों का निस्तारण विश्वविद्यालय व्यवस्थाओं के आधार पर किया जायेगा।
2. द्वितीय पक्ष अनुबंध की शर्तों के साथ-साथ निविदा की सभी शर्तों का भी पालन करेगा। निविदा का नोटिस तथा निविदा की शर्तें अनुबंध पत्र का हिस्सा माना जायेगा और निविदा के नोटिस अथवा अनुबंध में उल्लिखित किसी अंश या शब्द के व्याख्या के संबंध में कोई संदेह होने की दशा में कुलपति, गोविन्द बल्लभ पंत कृषि एवं प्रौद्योगिक विश्वविद्यालय, पंतनगर का निर्णय अंतिम होगा।
3. द्वितीय पक्ष को जिस कार्य हेतु प्रथम पक्ष द्वारा अनुबंधित किया गया है उसके अधिकृत नामित अधिकारी द्वारा आवंटित/बताये गये कार्यों का सम्पादन कराना आवश्यक होगा।
4. प्रथम पक्ष विश्वविद्यालय को किसी भी समय आवश्यकतानुसार अनुबंध की शर्तों में द्वितीय पक्ष से आपसी सहमति से परिवर्तन करने का अधिकार होगा।
5. ठेका अवधि कार्य आवंटन की तिथि..... से दो वर्ष की होगी जिसे नियम एवं शर्तों तथा कार्यों की गुणवत्ता के आधार पर आपसी सहमति से अधिकतम एक वर्ष की अवधि तक आगे भी बढ़ाया जा सकता है। द्वितीय पक्ष द्वारा संतोषजनक कार्य न करने पर द्वितीय पक्ष को नोटिस दिया जायेगा। प्रथम नोटिस देने के उपरांत भी उसके द्वारा संतोषजनक कार्य नहीं किया जाता है तो उसके सर्विस चार्ज का 50 प्रतिशत काट लिया जायेगा। तदोपरांत भी यदि उसके द्वारा संतोषजनक कार्य नहीं किया जाता है तो ऐसी दशा में सर्विस चार्ज का भुगतान नहीं किया जायेगा तथा सुरक्षा धनराशि भी जब करते हुए ठेका निरस्त कर दिया जायेगा।
6. अनुबंध की शर्तों के अनुरूप कार्य न करने की दशा में या ठेका अवधि समाप्त होने से पूर्व कार्य बंद करने पर जमानत/सुरक्षा धनराशि जब्त कर ली जायेगी। अनुबंधानुसार कार्य तथा निविदा शर्तों के

- संतोषजनक पूर्ण करने पर जमानत/सुरक्षा की धनराशि (मूलराशि) वापस की जायेगी। इसके लिए द्वितीय पक्ष किसी प्रकार की क्षतिपूर्ति पाने का हकदार नहीं होगा।
7. द्वितीय पक्ष द्वारा आवश्यकतानुसार अकुशल, अर्धकुशल व कुशल श्रेणी के वयस्क तथा मानसिक एवं शारीरिक रूप से स्वस्थ व्यक्तियों को ही कार्य हेतु विश्वविद्यालय के मुख्य परिसर, पन्तनगर एवं उत्तराखण्ड राज्य के विभिन्न जनपदों में स्थित विश्वविद्यालय के वाह्य परिसरों में काम पर लगाया जायेगा।
  8. द्वितीय पक्ष द्वारा नियोजित किये जाने वाले कर्मियों का स्वास्थ्य परीक्षण एवं पुलिस सत्यापन अपने व्यय पर कराते हुए प्रथम पक्ष के श्रम कल्याण विभाग में प्रस्तुत करना होगा तथा ऐसे कर्मियों को जिसके विरुद्ध किसी न्यायालय में कोई वाद लम्बित हो, को कार्य पर नहीं लगाया जायेगा। जिसका सत्यापन द्वितीय पक्ष को करना होगा द्वितीय पक्ष द्वारा, ऐसे किसी कर्मियों को कार्य पर नहीं रखा जायेगा जिनके विरुद्ध विश्वविद्यालय स्तर पर कोई अनुशासनात्मक कार्यवाही लम्बित हो अथवा उनका परिसर में प्रवेश निषेध हो।
  9. द्वितीय पक्ष को अपने कर्मियों की उपस्थिति के लिए एक उपस्थिति पंजिका अनुरक्षित करनी होगी जिसमें प्रतिदिन कर्मियों की उपस्थिति दर्शानी होगी और श्रम कानूनों के अनुसार अन्य संबंधित अभिलेख भी ठेकेदार को अनिवार्य रूप से अनुरक्षित करने होंगे।
  10. द्वितीय पक्ष को सभी श्रम अधिनियमों (Contractual Labour Act., EPF Act. and ESI Act. आदि) का समुचित अनुपालन सुनिश्चित करने हेतु प्रथम पक्ष के प्रति उत्तरदायित्व होगा।
  11. ई0एस0आई0सी0 के अन्तर्गत महिला कर्मियों के मातृत्व/प्रसूति अवकाश का दावा द्वितीय पक्ष (वाह्य सेवाप्रदाता) द्वारा किया जाएगा, यद्यपि मातृत्व/प्रसूति अवकाश पर महिला कर्मचारी के स्थान पर तैनात कर्मियों के वेतन के भुगतान की प्रतिपूर्ति प्रथम पक्ष (विश्वविद्यालय) के द्वारा द्वितीय पक्ष (वाह्य सेवाप्रदाता) को की जायेगी। मातृत्व/प्रसूति अवकाश अवधि हेतु किसी भी महिला कर्मिक के वेतन भुगतान की प्रतिपूर्ति द्वितीय पक्ष (वाह्य सेवाप्रदाता) को नहीं की जायेगी।
  12. द्वितीय पक्ष द्वारा उनको आवंटित ठेका कार्य किसी अन्य को हस्तान्तरित नहीं किया जायेगा अन्यथा ऐसी स्थिति में अनुबंध निरस्त कर जमानत राशि जब करने का अधिकार प्रथम पक्ष का होगा।
  13. विश्वविद्यालय एवं ठेकेदार/वाह्य सेवादाता के मध्य कोई विवाद उत्पन्न होने की स्थिति में उसका निपटारा एकल पंचाट (Sole Arbitrator) कुलपति, गोविन्द बल्लभ पंत कृषि एवं प्रौद्योगिक विश्वविद्यालय पंतनगर द्वारा किया जायेगा जो अन्तिम होगा एवं दोनों पक्षों को मान्य होगा तथा उसके विरुद्ध किसी न्यायालय में दावा, याचिका दायर नहीं की जायेगी।
  14. द्वितीय पक्ष द्वारा कर्मचारी भविष्य निधि योजना 1952 में निहित धारा 36-बी एवं अन्य धाराएँ जो कर्मियों के हित में होंगी उनका अक्षरशः पालन करना होगा।
  15. श्रम नियम/कानूनों का विधिसम्मत अनुपालन न किये जाने की दशा में द्वितीय पक्ष का सर्विस चार्ज एवं सुरक्षा धनराशि को जब करने का अधिकार प्रथम पक्ष (विश्वविद्यालय) के पास सुरक्षित रहेगा एवं विश्वविद्यालय को यह अधिकार होगा कि वह द्वितीय पक्ष द्वारा ई0पी0एफ0 एवं ई0एस0आई0 से संबंधित विवरण (चालान एवं ई0सी0आर0) उपलब्ध नहीं कराए जाने पर यदि कोई शुल्क/दण्ड का भुगतान करना होगा तो वह द्वितीय पक्ष द्वारा वहन किया जायेगा।

16. प्रथम पक्ष (विश्वविद्यालय) निधि की अनुपलब्धता या किसी अन्य अप्रत्याशित कारणों से द्वितीय पक्ष (वाह्य सेवाप्रदाता) के बीजकों की प्रतिपूर्ति करने में असमर्थ होने पर भी द्वितीय पक्ष (वाह्य सेवाप्रदाता) के द्वारा 03 माह की अवधि तक कार्मिकों को मजदूरी का भुगतान जारी रखना अनिवार्य होगा। धनराशि की उपलब्धता के अनुसार प्रथम पक्ष (विश्वविद्यालय) के द्वारा उस धनराशि की प्रतिपूर्ति की जायेगी।
17. विश्वविद्यालय में पूर्व में कार्यरत रहें ठेकेदार/वाह्य सेवादाता द्वारा लगाये गये ठेका कर्मियों (यदि कोई हो तो) की पूर्व में जमा की गयी ई0पी0एफ0 धनराशि को नये ई0पी0एफ0 कोड/यू0ए0एन0 में नियमानुसार स्थानांतरण कराये जाने का पूर्ण दायित्व द्वितीय पक्ष का होगा।
18. Contract Labour (Regulation & Abolition) Act के नियमानुसार, द्वितीय पक्ष द्वारा नियोजित कर्मियों के नियोजन के तीन दिन से बीस दिन के अन्दर नियोजित कर्मों के लिए Letter of appointment/Employment Card (form XIV) निर्गत करना होगा जिसकी एक प्रति द्वितीय पक्ष द्वारा श्रम कल्याण कार्यालय, पंतनगर में उपरोक्त निर्गत होने के एक सप्ताह के अन्दर जमा करनी होगी।
19. द्वितीय पक्ष या उसके कर्मों की लापरवाही या जानबूझकर विश्वविद्यालय की सम्पत्ति की परोक्ष या अपरोक्ष रूप से चोरी या क्षति होती है तो उसकी वसूली द्वितीय पक्ष के बिल/जमानत/सुरक्षा धनराशि से की जायेगी तथा द्वितीय पक्ष का दायित्व होगा कि वह ऐसे कर्मियों को तत्काल कार्य से पृथक कर दे।
20. द्वितीय पक्ष द्वारा नियोजित श्रमिकों के द्वारा किसी भी प्रकार की कानूनी कार्यवाही में यदि प्रथम पक्ष को पक्षकार बनाया जाता है तो उसके खर्च व हर्जाने का सम्पूर्ण भार द्वितीय पक्ष को वहन करना होगा।
21. यदि ठेका कार्य के मध्य द्वितीय पक्ष के किसी कर्मों के साथ किसी प्रकार की दुर्घटना घटित होती है तो नियमानुसार ई0एस0आई0 के प्राविधानों के अन्तर्गत क्षतिपूर्ति अथवा जो राशि कानूनी तौर पर देय होगी, के भुगतान का पूरा दायित्व द्वितीय पक्ष का होगा। सभी अनुबंधित कर्मियों का ई0एस0आई0 के अंतर्गत पंजीकरण कराना द्वितीय पक्ष के लिये अनिवार्य होगा।
22. ठेका कर्मियों की यदि कार्य के दौरान कोई आकस्मिक दुर्घटना हो जाती है तो चिकित्सा सुविधा हेतु व्यय धनराशि द्वितीय पक्ष द्वारा वहन की जायेगी। द्वितीय पक्ष की अनुपस्थिति में प्रथम पक्ष के श्रम कल्याण विभाग द्वारा दुर्घटनाग्रस्त कर्मों के पक्ष में जो भी धनराशि व्यय की जायेगी, वह द्वितीय पक्ष द्वारा देय होगी। यह देय धनराशि द्वितीय पक्ष द्वारा विश्वविद्यालय कोष में जमा नहीं कराई जाने की स्थिति में इसको द्वितीय पक्ष द्वारा प्रतिपूर्ति हेतु प्रस्तुत बिलों/सुरक्षा धनराशि से समायोजित/वसूल कर लिया जायेगा।
23. नियोजित कर्मियों को कार्यालय कार्य से बाहर भेजे जाने की स्थिति में श्रेणी अनुसार अनुमन्य न्यूनतम यात्रा दैनिक भत्ता भी द्वितीय पक्ष द्वारा दिया जायेगा जिसका क्लेम उस माह के बिल के साथ प्रथम पक्ष से किया जायेगा। जिस पर कोई सर्विस चार्ज देय नहीं होगा।
24. द्वितीय पक्ष द्वारा नियोजित किसी कार्मिक या कर्मों को प्रथम पक्ष द्वारा अनुपयुक्त पाये जाने पर लिखित सूचना पर द्वितीय पक्ष को कार्य से हटाना होगा तथा इसके स्थान पर नया कर्मों उपलब्ध कराना होगा।
25. द्वितीय पक्ष को यह सुनिश्चित करना होगा कि उनके अनुबन्ध अवधि में उनके द्वारा नियोजित श्रमिक विश्वविद्यालय एवं उसके वाह्य परिसर में किसी भी प्रकार धरना/प्रदर्शन/यूनियन गठन करने की



- कार्यवाही नहीं करेंगे अन्यथा प्रथम पक्ष को यह अधिकार होगा कि वह द्वितीय पक्ष की सुरक्षा धनराशि जब्त करते हुये ठेका निरस्त कर दे।
26. द्वितीय पक्ष द्वारा नियोजित किये गये कर्मियों के माहवार एवं वर्षवार ई0पी0एफ0, ई0एस0आई0, ई0सी0आर0 विवरण सहित विश्वविद्यालय के श्रम कल्याण कार्यालय एवं नियंत्रक कार्यालय में उपलब्ध करानी होगी। उक्त विवरण द्वितीय पक्ष द्वारा संबंधित कर्मियों की मांग पर समय-समय पर अवलोकित भी कराया जायेगा।
  27. फर्म/एजेन्सी द्वारा जो भी कर्मचारी उपलब्ध कराये जायेंगे वह फर्म/एजेन्सी के ही कर्मचारी होंगे। इनसे संबंधित किसी भी प्रकार का विधिक उत्तरदायित्व विश्वविद्यालय का नहीं होगा। यदि फर्म/ एजेन्सी का अनुबंध समाप्त होता है तो फर्म/एजेन्सी द्वारा उपलब्ध कराये गये सभी कर्मचारी स्वतः ही विश्वविद्यालय के कार्य से हटे हुए माने जाएंगे व भविष्य में विश्वविद्यालय में किसी प्रकार के समायोजन के लिए अर्ह नहीं होंगे।
  28. द्वितीय पक्ष द्वारा अपने नियोजित कर्मियों का ई0एस0आई0 अंशदान (वर्तमान में 0.75 प्रतिशत) एवं नियोक्ता अंशदान व्यय सहित (वर्तमान में 3.25 प्रतिशत) तथा कर्मियों का ई0पी0एफ0 अभिदान (वर्तमान में 12 प्रतिशत) एवं नियोक्ता अंशदान व्यय सहित (वर्तमान में 13 प्रतिशत) जमा कराकर ई0पी0एफ0 एवं ई0एस0आई0 से संबंधित माहवार विवरण प्रथम पक्ष को उपलब्ध कराया जाएगा।
  29. द्वितीय पक्ष द्वारा गत माह नियोजित कर्मियों को अनुवर्ती माहों की 7 कार्य दिवसों तक भुगतान करना आवश्यक होगा। विश्वविद्यालय द्वारा इसकी प्रतिपूर्ति उसी माह के 20 कार्य दिवस तक किया जायेगा।
  30. ठेके पर नियोजित कर्मियों को न्यूनतम वेतन अधिनियम के प्राविधानों के अंतर्गत वेतन पर्ची (जिसमें ई0पी0एफ0 एवं ई0एस0आई0 आदि का विवरण) अपनी फर्म के नाम से अपने स्तर से वेतन भुगतान के समय ठेका कर्मियों को उपलब्ध कराये जाने का पूर्ण दायित्व द्वितीय पक्ष का होगा तथा वेतन पर्ची की काउंटर फाइल/एक प्रतिलिपि प्रथम पक्ष को उपलब्ध करानी होगी। द्वितीय पक्ष का यह दायित्व होगा कि वह अपने कर्मियों की मजदूरी आदि का भुगतान उनके बैंक खातों के माध्यम से ही करना सुनिश्चित करेगा।
  31. द्वितीय पक्ष अपने नियोजित कर्मियों की तैनाती के स्थान से सत्यापन के लिए कर्मियों की उपस्थिति का विवरण जमा करेगा, और उसके बाद केवल सत्यापित उपस्थिति के आधार पर बिल तैयार करेगा।
  32. इस तरह से तैयार किया गया बिल संबंधित इकाईयों से भुगतान आदेश प्राप्त करने के लिए सत्यापित उपस्थिति रिकॉर्ड के साथ संबंधित प्रशासनिक नियंत्रण अधिकारी को प्रस्तुत किया जाएगा। प्रशासनिक नियंत्रण अधिकारी की संस्तुति उपरान्त द्वितीय पक्ष द्वारा अपने नियोजित कर्मियों को मजदूरी का भुगतान किया जाएगा।
  33. द्वितीय पक्ष द्वारा अपने नियोजित कर्मियों को मजदूरी के भुगतान उपरान्त बिल/बीजक प्रतिपूर्ति हेतु श्रम कल्याण कार्यालय के माध्यम से विश्वविद्यालय के संबंधित इकाईयों को प्रस्तुत किया जायेगा। धनराशि का विवरण ANNEXURE 'D' में उल्लिखित उपस्थिति के अनुसार किया जायेगा।
  34. सर्विस चार्ज मजदूरी की कुल धनराशि (मूल मजदूरी+VDA) पर देय होगा। ई0पी0एफ0 नियोक्ता अंशदान, ई0एस0आई0, बोनस पर सर्विस चार्ज देय नहीं होगा। समय-समय पर उत्तराखण्ड शासन से प्राप्त आदेशानुसार संशोधन किया जा सकता है।

35. प्रथम पक्ष विश्वविद्यालय द्वारा बिलों में अंकित मजदूरी की धनराशि, ई0पी0एफ0 नियोक्ता अंशदान, ई0एस0आई0 नियोक्ता अंशदान तथा सर्विस चार्ज की धनराशि के योग से समय-समय पर लागू दर के अनुसार टी0डी0एस0 (आयकर) की कटौती कर शेष धनराशि का भुगतान बिल प्राप्त होने पर कराया जायेगा। प्रथम पक्ष विश्वविद्यालय द्वारा टी0डी0एस0 की संकलित धनराशि आयकर विभाग के सुसंगत लेखा शीर्षक में जमा करायी जायगी।
36. गोविन्द बल्लभ पंत कृषि एवं प्रौद्योगिक विश्वविद्यालय, पंतनगर द्वारा जी0एस0टी0 व अन्य लागू टैक्स का राज्य अथवा भारत सरकार द्वारा तय की गई दरों के अनुसार द्वितीय पक्ष को भुगतान किया जायेगा।
37. ठेका समाप्त होने की दशा में द्वितीय पक्ष द्वारा प्रथम पक्ष के कार्यों हेतु नियोजित अपने कर्मियों के ई0पी0एफ0 लेखा का निस्तारण नियमानुसार दो माह में कराया जायेगा। द्वितीय पक्ष द्वारा ई0पी0एफ0 कार्यालय एवं सर्विस टैक्स कार्यालय से अनापत्ति/अदेयता प्रमाण पत्र उपलब्ध कराना होगा तथा विश्वविद्यालय के विभिन्न विभागों से भी अदेयता प्रमाण पत्र प्राप्त कर उपलब्ध कराने के उपरान्त द्वितीय पक्ष को अंतिम माह का सर्विस चार्ज एवं सुरक्षा धनराशि वापस की जायेगी।
38. द्वितीय पक्ष द्वारा नियोजित कर्मियों का ई0पी0एफ0 धनराशि एवं बीजकों के अनुसार सर्विस टैक्स की धनराशि (यदि कोई हो) तो स्वयं विश्वविद्यालय द्वारा कन्ट्रैक्टर कोड में जमा करने का अधिकार विश्वविद्यालय के पास सुरक्षित रहेगा। इसके लिए द्वितीय पक्ष को संबंधित विवरण एवं अभिलेख विश्वविद्यालय को उपलब्ध कराने होंगे।
39. विश्वविद्यालय में वाह्य सेवादाता के माध्यम से नियोजित कर्मियों का वेतन/मजदूरी उत्तराखण्ड राज्य सरकार द्वारा समय-समय पर जारी की जाने वाली अधिसूचनाओं (Government Orders) के अनुसार एवं सक्षम अधिकारी की स्वीकृति के उपरान्त देय होगी।
40. अनुबंध के साथ संलग्न निविदा प्रपत्र Section 3, 4 एवं 5 में उल्लेखित शर्तों का दोनों पक्षों द्वारा कड़ाई से पालन किया जाएगा।

उपरोक्त अनुबन्ध की समस्त शर्तें पढ़ ली गई हैं तथा हमें समस्त शर्तें स्वेच्छा से मान्य हैं।


(प्रथम पक्ष)  
अधिकृत अधिकारी के हस्ताक्षर एवं मुहर  
(विश्वविद्यालय)

(द्वितीय पक्ष)  
अधिकृत अधिकारी के हस्ताक्षर एवं मुहर

साक्षी :-

1.....

2.....



**Technical bid Check List**

**Bids (complete in all respect) must be uploaded online at [www.uktenders.gov.in](http://www.uktenders.gov.in) along with following documents.**

S. No.	Content	File Type
1.	Name & Address of the firm, Telephone No., E-mail Id, Fax No. (All above-mentioned details may be attached in .PDF file in firm letter head with signature & seal)	.PDF
2.	Scanned copy of Tender Fee by way of Demand Draft/Banker's cheque (no other mode will be accepted). Physically Tender Fee must reach to Store Purchase Section upto last bid submission date.	.PDF
3.	Scanned copy of Earnest Money Deposit by way of Demand Draft/ /Banker's Cheque (no other mode will be accepted) Physically EMD must reach to Store Purchase Section upto last bid submission date.	.PDF
4.	Scanned copy of constitution of the Firm/ Agency (Attached copy) Indian Companies Act, 1956 Indian Partnership Act, 1932 Please give names of partners) Any other Act, if not, the owners	.PDF
5.	Scanned copy of Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.	.PDF
6.	Scanned copy of Registration certificate of the firm under the work contract of Govt. of India/State Govt.	.PDF
7.	Scanned copy of Permanent Account Number (PAN), Circle/ Ward (Individual/Firm/Company Name –clearly indicate)	.PDF
8.	Duly certified scanned copy of Last three years continuous experience of the firm in the field of providing such services/labourers in Central Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/ State Govt. Provide the details in tabular form	.PDF
9.	Scanned copy of Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant.	.PDF
10.	Scanned copy of valid Employee EPF registration certificate issued by local government/concerned department etc.	.PDF
11.	Scanned copy of valid Employee ESI registration certificate issued by local govt./concerned department etc.	.PDF
12.	Scanned copy of registration of the contractor/agency with Contract Labour (Regulation and Abolition) Act, 1970. The contractor must have and shall obtain the labour license under this Act.	.PDF
13.	Scanned copy of number of workers registered under ESI & EPF separately. Minimum 20 Nos. (Workers) required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.	.PDF
14.	Scanned copy of Service tax/GST registration certificate issued by Govt. etc	.PDF
15.	Scanned copy of Name of Representative to be visiting GBPUAT, Pantnagar regarding the contract.	.PDF
16.	Scanned copy of complete bank details of bidder for e-payment	.PDF

All the documents have to be digitally signed by the bidder.

## FINANCIAL BID

**For this please refer to Bill of Quantity (BOQ)**

Percentage BOQ

**Validate**    **Print**    **Help**

Tender Inviting Authority:  
Name of Work:  
Contract No.:

PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender Bidders are allowed to enter the Bidder Name and Values only )						
NUMBER#	TEXT#	NUMBER#	TEXT#	NUMBER#	NUMBER#	TEXT#
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes (per month)	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Manpower Supply					
1.01	Unskilled	1516	Nos	9352.00	1,41,77,632.00	INR One Crore Forty One Lakh Seventy Seven Thousand Six Hundred Thirty Two Only
1.02	Semiskilled	514	Nos	10379.00	53,34,806.00	INR Fifty Three Lakh Thirty Four Thousand Eight Hundred Six Only
1.03	Skilled	186	Nos	11294.00	21,00,684.00	INR Twenty One Lakh Six Hundred Eighty Four Only
<b>Total in Figures</b>					2,16,13,122.00	INR Two Crore Sixteen Lakh Thirteen Thousand One Hundred Twenty Two Only
<b>Quoted Rate in Figures</b>			Select		0.00000	INR Zero Only
<b>Quoted Rate in Words</b>						INR Zero Only

**This is for Demonstration purpose only**