# **BIDDING DOCUMENT**

# **FOR**

# **SUPPLY OF MANPOWER**

Invitation for Bid No.	:	364/Reg.Off./Tender/2025
Issued on	:	21/11/2025



# Govind Ballabh Pant Institute of Engineering & Technology (GBPIET), Pauri Garhwal

(An Autonomous Institute of Government of Uttarakhand)

(Formerly known as G.B. Pant Engineering College (GBPEC))

Village & Post: Ghurdauri Dist: Pauri Garhwal, Uttarakhand - 246194- Telephone: +91 1368

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Website: <a href="www.gbpiet.ac.in">www.gbpiet.ac.in</a>, e-mail: <a href="mailto:registrar@gbpiet.ac.in">registrar@gbpiet.ac.in</a>,

This tender document contains 33 (Thirty Three) pages and it is not transferable.

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# 1. NOTICE INVITING TENDER (NIT)

NIT No. : 364/Reg. Off./Tender/2025 Date: 21/11/2025

#### BIDDING FOR THE SUPPLY OF MANPOWER

1. The Director, G. B. Pant institute of Engineering & Technology, Pauri Garhwal (Uttarakhand) invites sealed bids from eligible bidders for supply of item(s) listed below:

S. No.	Particulars	Quantity (Approx.)	
1	Manpower Supply	75 persons	

2. The complete bid document can be downloaded from web site www.uktenders.gov.in by paying a non-transferable Bid Document fee of Rs. 5900/- (Bid document fee Rs. 5,000/- Plus GST @18% Rs. 900/-) in the form of crossed Demand Draft issued by the Scheduled Bank drawn in favour of Director GBPIET, Ghurdauri, Pauri Garhwal and payable at Ghurdauri Or Pauri Garhwal.

3.

a)	Date of commencement of sale of e- tender document and availability in website www.uktenders.gov.in	:	Date: 24/11/2025 Time: 10:00 Hrs
b)	Last date for sale of bidding document	:	Date: 16/12/2025 Time: 17:00 Hrs
c)	Last date and time for submission of bids online	:	Date: 16/12/2025 Time: 17:00 Hrs
d)	Last date for physical submission of tender, Fee, EMD and other documents	:	Date: 17/12/2025 Time: 13:00 Hrs
e)	Date and time of opening of Technical Bids	:	Date: 17/12/2025 Time: 15:30 Hrs
f)	Date and time of opening of Financial Bids	:	To be announced later on after opening of Technical Bids.
g) Place of Opening of Bids		:	Director Conference Room, GBPIET Ghurdauri, Pauri Garhwal, Uttarakhand
h)	Address for communication	:	Director, GBPIET Ghurdauri Pauri Garhwal, Uttarakhand

4. The estimated cost of the said work is Rs. 2.25 Crore. 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. 4.50 Lakhs (Rupees Four Lakh Fifty Thousand Only) pledged in favor of Director, GBPIET and payable at Ghurdauri or Pauri Garhwal, 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.

- 5. 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 17/12/2025 Time: 13:00 Hrs, otherwise bid will not be considered for the further process.
- **6.** Bids will be opened in the presence of Bidders/Authorized representatives who choose to attend on the specified date and time.
- 7. The Tender should be submitted in proper letter pad of Firm/Agency/ Contractor.
- 8. Any cutting/overwriting should essentially be countersigned by authorized person of Firm/Agency/Contractor.
- 9. <u>TENDER QUOTING rate of service charges less than the rate fixed by Uttarakhand Govt will not be considered for financial evaluation and for award of contract.</u>
- 10. 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.

The Director

G. B. Pant Institute of Engineering & Technology Ghurdauri, Pauri Garhwal – 246194 (Uttarakhand)

## 2. INSTRUCTIONS TO THE BIDDERS

# Technical Requirements and specification

- Sealed Tenders are invited from registered firms in Two-bid system for the supply of 75 personnel (unskilled, semi-skilled and skilled) for one years in the institute which can be further extended. The estimated cost of the said work is Rs. 2.25 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 GBPIET, Pauri has multispecialty faculty and which deals in various fields of Engineering & Technology. 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 250 personnel in the last three financial years (2022-23, 2023-24, 2024-25), 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*.

#### 4. Submission of Bids

- I) The bid should be submitted electronically on E-Portal www.uktenders.gov.in on/before the closing date/time mentioned in NIT (Notice Inviting Tender).
- 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 Institute (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 envelop only duly marked as "Techno Commercial Un-priced Bid".
- III) The inner and outer envelopes shall:
  - a. Be addressed to the Purchaser at the following address:

The Director.

G.B. Pant institute of Engineering & Technology

Ghurdauri- 246194 (Pauri Garhwal)

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 15:30 hrs (IST) on 17/12/2025" As per the NIT (Notice Inviting Tender) 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. 5,900/- (Bid document fee Rs. 5000/- Plus GST @18% Rs. 900/-) in the form of crossed Demand Draft issued by the Scheduled Bank drawn in favour of **Director GBPIET** and *payable at Ghurdauri/Pauri* only.

- 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. 4.50 Lakh (Rupees Four Lakh Fifty Thousand Only) pledged in favor of **Director GBPIET** and *payable at Ghurdauri/Pauri* only, 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. 20.00 Crore. Confirmation of which should be shown in his Annual Accounts (Audited by CA)/ Income Tax Return.
- 11. The annual cost of about Rs. 2.25 Crore is estimated for the wages for performing various works in the main and external campuses of the Institute.
- 12. At the time of contract, the successful tenderer will have to deposit Rs. 11,25,000 Lakh (Rupees Eleven Lakh Twenty five Thousand only) as Performance Security in the form of Bank Draft/Banker's Cheque/Bank Guarantee/Fixed Deposit Receipt from a Scheduled Nationalized Bank drawn/pledged in favour of the Director GBPIET and payable at Ghurdauri/Pauri within 21 days after the issue of letter of award by the institute. 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. 11,25,000 (Rupees Eleven Lakh Twenty five Thousand only). 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. 6,75,000 (Rupees Six Lakh Seventy Five Thousand only). No interest will be payable by the Institute on the deposited Performance Security. The Performance Security shall remain with the institute 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 Ghurdauri. Through which the payment will be made directly in the bank account of the employed personnel.
- 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 Institute 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 Institute 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 Institute 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 Institute within 30 days.
- 17. GBPIET Institute 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 fulfill 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 Director, G. B. PANT INSTITUTE OF ENGINEERING & TECHNOLOGY, GHURDAURI 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 Institute 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. GBPIET, Ghurdauri, Pauri Garhwal 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 Institute. 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 Institute. 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 Institute will not at all be liable.

- 26. 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 Institute standing rules.
- 27. The Firm/ Contractor/ Agency should have executed/executing Private/PSU/ Govt. Sector out of which at least two contracts of manpower only in PSU/ Govt. Sector in previous Five years ending 31st March, 2025.
- 28. Self attested character certificate issued by District Magistrate/competent authority not more than 06 months necessary to be enclosed with the technical bid.
- 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 Institute 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 Institute 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. 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 Director, GBPIET, Ghurdauri, Pauri Garhwal in this regard shall be final and binding. The contract can be extended further for the period of one year / Two year as per need basis subject to satisfactory performance and consent of the Firm/Agency/contractor on same terms & conditions.
- 37. If contract is terminated on the grounds of glaring shortcomings or deficiencies during currency of its tenure including extended tenure, if any, the Institute 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.
- 38. 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.
- 39. Wage slips, appointment letters and I.D. card are to be issued to the workers to be enggaged by the Contractor accordingly.

- 40. Relatives of Institute 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.
- 41. The Contractor must enclose copy of the latest Income Tax clearance certificate with the tender.
- 42. Employees of GBPIET/Any Govt. up to a period of three years after retirement cannot work as Contractor without written permission of the Director, GBPIET, Ghurdauri, Pauri Garhwal / State Govt.
- 43. It is the obligation of agency to follow the minimum wages issued by appropriate Government under Minimum Wages Act, 1948.
- 44. The Institute shall also have no liability, financial or otherwise, for any harm/ damage/ injury caused to the manpower deployed by the firm in the course of performing work of this Institute . Neither the firm nor it's worker shall have any claim on GBPIET, Ghurdauri, Pauri Garhwal for compensation or financial assistance on this account. Any such claim will be the sole responsibility of the Contractor/Firm/Agency.
- 45. 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 Director, GBPIET, Ghurdauri, Pauri Garhwal in consultation with other concerned Institute officials.
- 46. 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 Registrar at GBPIET, Ghurdauri, Pauri Garhwal.
- 47. 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.
- 48. THERE WILL BE NO MASTER AND SERVANT RELATIONSHIP BETWEEN THE MANPOWER SUPPLIED BY SERVICE PROVIDER AND GBPIET, GHURDAURI, PAURI GARHWAL AND FURTHER THAT SAID PERSONNEL OF SERVICE PROVIDER SHALL NOT CLAIM ANY EMPLOYMENT OR ABSORPTION IN THE GBPIET, GHURDAURI, PAURI GARHWAL BY VIRTUE OF THEIR ENGAGEMENT FOR THIS WORK THROUGH THE SERVICE PROVIDER.
- 49. That no right, much less a legal right shall vest in the contractor workers to claim/ have employment or otherwise seek absorption in the Institute 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 Institute . 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 GBPIET, Ghurdauri, Pauri Garhwal.
- 50. The service provider's personnel shall not claim any benefit/compensation/ regularization/ absorption of services in the Institute 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.
- 51. 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.
- 52. 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.
- 53. The Firm/ Agency/Contractor shall replace immediately any of its personnel, if not acceptable to the Institute (GBPIET, Ghurdauri, Pauri Garhwal) 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 Institute.
- 54. The F i rm/ Agency/Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Firm/ Agency/Contractor is found misbehaving with the GBPIET 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 GBPIET, Ghurdauri, Pauri Garhwal.
- 55. The damage caused, if any, to GBPIET, Ghurdauri, Pauri Garhwal property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the Director, GBPIET, Ghurdauri, Pauri Garhwal 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 Institute, 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 Director, GBPIET, Ghurdauri, Pauri Garhwal may deem fit.
- 56. Any compensation for disengagement on account of death, disability or any mis-happening of any personnel deployed in the Institute, 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 GBPIET, Ghurdauri, Pauri Garhwal for all coverage of causality, death or accident or illness, at their own.

- 57. In the event of any loss being occasioned to the GBPIET, Ghurdauri, Pauri Garhwal on account of negligence of duty by Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the GBPIET, Ghurdauri, Pauri Garhwal either by replacement or on payment by adequate compensation.
- 58. The Firm/Agency/Contractor is wholly responsible to supply the personnel at GBPIET, Ghurdauri, Pauri Garhwal 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.
- 59. 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.
- 60. ANY DISPUTE ARISING OUT OF AND IN RELATION TO THIS AGREEMENT SHALL BE REFERRED TO THE DIRECTOR, GBPIET, GHURDAURI, PAURI GARHWAL AND HIS/HER DECISION WILL BE BINDING ON THE CONTRACTOR.
- 61. If tenderer does not accept the award after issue of letter of award by the Institute within 15 days, the award made shall deemed to be withdrawn by the contractor without any notice & earnest money will be lapsed.
- 62. 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 etendering. 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 Institute 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.
- 63. The selected Firm/Agency/Contractor will engage sectional number of labour/ personnel for the Institute as per labour rate prevalent in the district of Pauri Garhwal (Uttarakhand) for satisfactory performance of the work. The agency shall employ good and reliable persons with robust health of age group between 18 to 58 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.
- 64. The selected Firm/Agency/Contractor may engage workers beyond 58 years of age after due approval of Director, GBPIET, Ghurdauri, Pauri Garhwal but should not exceed 60 years as per Uttarakhand G.O. 152/XXX(2)/2020/30(1)/2012 dated 08-09-2020.
- 65. CANVASSING IN ANY FORM IS STRICTLY PROHIBITED AND TENDERS SUBMITTED BY THE CONTRACTOR WHO RESORTS TO CANVASSING ARE LIABLE FOR REJECTION.

- 66. 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 INSTITUTE 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 DIRECTOR, GBPIET, GHURDAURI, PAURI GARHWAL SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
- 67. Income Tax (TDS) will be deducted from the payments of the firm/contractor/ agency as per rule.
- 68. 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.
- 69. The Institute shall have no liability whatsoever towards any other personal of the Agency. All statutory requirements for the workmen engaged for Institute Contract work are to borne by the Agency/Firm/Contractor and shall be sole responsibility of the Agency/Firm/Contractor.
- 70. The contractor/firm/agency will be the employer for the manpower deployed at this Institute and accordingly, the contractor needs to complete all legal formalities.
- 71. 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.
- 72. THE WORKERS ENGAGED BY CONTRACTOR/FIRM/AGENCY ON WORK CONTRACT WILL NOT BE ON PAYROLL OF THE INSTITUTE AND WILL NOT BE ENTITLED TO ANY BENEFIT AS APPLICABLE TO INSTITUTE EMPLOYEES.
- 73. 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 Institute 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 Institute.
- 74. The Institute 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.

- 75. 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 Institute to provide highest standards of functioning of the Lab/offices.
- 76. 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 GBPIET authorities immediately.
- 77. The contractor shall keep a complaint register with his supervisor and it shall be open to verification by any authorized Institute officials for the purpose. Complaints should be immediately attended to by the Agency.
- 78. The sufficient manpower should be ensured for continuity of on-going works till their completion.
- 79. Drivers engaged by the contractor/firm/agency should fulfill all the criteria (requisite valid driving license, good health, Insurance etc.) for driving vehicle of GBPIET, Ghurdauri, Pauri Garhwal for local and anywhere in India for work of GBPIET, Ghurdauri, Pauri Garhwal as and when required.
- 80. Any misconduct/misbehavior 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 GBPIET, Ghurdauri, Pauri Garhwal.
- 81. The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor.
- 82. The contractor/firm/agency shall declare in writing if he is related to any officer/ employee of the GBPIET, Ghurdauri, Pauri Garhwal with details of relationship thereof along with the tender.
- 83. Acceptance of the work contract to the contract firm by the Institute 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.
- 84. In case of any dispute, the jurisdiction of the court will be restricted to the limits of district of Pauri Garhwal(Uttarakhand) only.
- 85. 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 Institute will not borne any legal and other related expenses on any such type of legal cases.
- 86. 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.
- 87. The attendance register of workers engaged by the Firm/ Agency/ Contractor will be produced before the Office of Registrar of the Institute 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 Registrar of the Institute.
- 88. 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.
- 89. 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 Registrar of the Institute. The Institute will not bear expenses incurred (if any) for Police verification etc.
- 90. 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 license until the completion of the contract. The Contractor shall also abide by the provision of the Child Labour (Regulation & Abolition) Act 1986.
- 91. 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. 500/- 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 Institute.
  - (c) Proof of having paid wages to his workmen within 07<sup>th</sup> day of the following wage period.
  - (d) Copy of Attendance register (in original) of workmen concerned.
- 92. The Contractor must ensure the safety measures of workers (Mask, hand gloves, apron etc.) as per the requirement.
- 93. Contractor will issue identity card to each of the Manpower engaged for work and submit a copy of the same within seven days at Office of the Registrar of the Institute after registering them.
- 94. 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 Institute 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.

- 95. The agency shall be the employer of the workman and any other staff deployed by it in the Institute and in no case there shall be a relationship of Employer and Employee between the Institute and the said manpower.
- 96. The manpower employed by the Agency shall have no right, whatsoever, for any appointment in the Institute in temporary/ad-hoc/daily wages/regular capacity on the basis of their work in the Institute.
- 97. The Institute 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 Institute

- 98. 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.
- 99. 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 Registrar office and the payment shall be released to workers by the Contractor.
- 100. After that the bills shall be produced along with all relevant documents (EPF, ESI and Statuary Provisions declared from time to time.) to Registrar for reimbursement/release of payment.

## 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 Institute of Engineering & Technology, Ghurdauri, Pauri Garhwal (First Party) and other cases arising during the work will be disposed on the basis of Institute 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 DIRECTOR, GOVIND BALLABH PANT INSTITUTE OF ENGINEERING AND TECHNOLOGY, GHURDAURI, PAURI GARHWAL 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 one year from the date of allotment of work/contract which can be extended further up to maximum 02 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 Institute Ghurdauri, Pauri Garhwal.
- 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 Registrar Office of the first 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 Institute level or whose entry into the campus is counter bund, 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/Biomatrix 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.
- DISPUTE ARISING BETWEEN THE **INSTITUTE** 12. ANY THE CONTRACTOR/EXTERNAL SERVICE PROVIDER SHALL BE REFERRED TO THE SOLE ARBITRATION OF THE DIRECTOR, G.B. PANT INSTITUTE OF & TECHNOLOGY, GHURDAURI, PAURI GARHWAL OR **ENGINEERING** AUTHORITY NOMINATED BY DIRECTOR. 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 Institute.
- 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 Institute ) 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 Institute in time.
- 2. The second party shall be fully responsible for transfer of the EPF amount deposited by contractual workers, already engaged in the Institute 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 Registrar Office within a period of one week.
- 4. If there is theft or damage to the property of the Institute 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 institute 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 Institute 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.

- 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 Institute 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 Registrar Office of the Institute. The second party shall also provide these documents for inspaction 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 Institute. 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 Institute to these contractual workers of firm/agency at any level. The Institute 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 Institute.
- 12. **CORRUPT OR FRAUDULENT PRACTICES:** The Institute 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 Institute 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 Institute 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 including EPF amd ESI contribution upto a period of 03 months even if the

Institute unable to reimburse the bills of Contractor/Firm/Agency due unforeseen reasons. That payment is to be reimbursed by the Institute accordingly.

- 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 Institute through Registrar Office for reimbursement.
- 5. Service charge will be payable on the total amount of wages (Basic Pay + VDA)/or the wages fixed by the institute. 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 (Institute ) 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 Institute of Engineering and Technology, Ghurdauri, Pauri Garhwal is Technical 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 Institute 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 Institute, 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 Institute).

#### 4.3 Emolument of workers

The minimum wage/wage of the workers deployed through the external service provider in the Institute will be followed as per the notifications issued from time to time by the Labour Department of the Uttarakhand State Government & the institute has fixed the minimum salary to be paid to the workers.

# 5. Requirements, Qualfcation, Experience of the Workers

# 5.1 Qualification & Details of Workers

Sr. No.	Classification of Workers	Category	Minimum Qualification
01	Computer Typist/ Data Entry Operator / Clerk/	Semi - Skilled	Intermediate and typing knowledge with 60/40word per minute in English & Hindi with 1 year Experience as typist
02	Accounts Clerk	Semi - Skilled	Intermediate in Commerce with Knowledge of typing with 60/40 words per minute in English /Hin di typing and 02 Years working Experience in Accounts.
03	Asst Accountant	skilled	B.Com with Accountancy & 02 Years work experience in Accounts.
04	Technical Assistant for Civil  / ECE/ Mechanical/  Electrical / Computer / Bio- Technology Dept.	Skilled	03 Years Diploma in respective Branch of Engineering or Higher Qualification B.Tech / MCA
05	Security Officer	Skilled	Graduate, Ex-Service Men not below the Rank of Nayab Subedar
06	J.E CIVIL /Electrical	Skilled	03 years Diploma in Civil or Electrical
07	Lab Assistant	Semi-Skilled	12 <sup>th</sup> with ITI in respective trade or / Science Graduate in respective field.
08	Lab Attendant	Un-Skilled	12 <sup>th</sup> Pass with 05 years of work experience
09	Welder / Machinist/ Carpenter / Fitter / Plumber / Electrician	Semi-Skilled	I.T.I certificate in respective branch and for carpenter Class VIIIth Pass with 05 years of Work Experience as Carpenter/Mason
10	Attendant maintenance	Unskilled	Class VIII Pass having working experience of respective field of ITI Certificate in relevant trade.
11	Driver	Semi - Skilled / Skilled	10 <sup>th</sup> Pass with With valid Driving License, Drivers with 05 work experience required for Institute Authority will be treated under Skilled Category
12	Hostel Care Taker	Semi- Skilled	!2th Pass , Typing speed and Awareness of Computer.
13	Labourer / Gardner /Mali/ Peon / Helper/ Rasoia / Attendant	Un- Skilled	Class VIII Pass or Class Vth Pass with 05 Years of Working Experience in any organization
14	Pharmacist	Skilled	2 Years Diploma in Pharma or Higher Quaalification.

# 5.2 Requirement of Staff (Approx)

S.No Particulars of workers		Approx Number Required	
1.	Un-Skilled	25 (Twenty Five)	
2. Semi- Skilled		18 (Eighteen)	
3.	Skilled	30 (Thirty)	
4.	Ex-Service Men (Officer)	02 ( Two)	

- 1. The above numbers are tentative and can be increased of decreased.
- 2. The Salary for the above category is mentioned below :-

Category of workers	Proposed Fixed Salary	
Un-Skilled	Rs. 18,0000 /-	
	(Rupees Eighteen Thousand Only)	
Semi- Skilled	Rs. 20,000/-	
	(Rupees Twenty Thousand Only )	
Skilled	Rs 22,000/-	
	(Rupees Twenty Thousand)	
Ex-Service Men (Officer)	Rs. 25000/-	
	(Rupees Twenty Five Thousand Only)	

- 3. Only Qualified persons will be deployed by the agency.
- 4. The Typing Test will be conducted under the supervision of the institute.
- 5. The roster / reservation will be followed as per the state Govt Norms.
- 6. The Maximum age limit is Sixty Years.
- 7. The Ex-Service (officer) will be paid allowances as per the DGR Rates and salary will be fixed by the Institute by comparing the salary paid by other departments / UPNAL Etc.
- 8. The accommodation will be provided in the institute free of Cost if available to Security Officer, Essential Services including Driver of the Authority with the Approval of Competent Authority.

# 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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7. CRITERIA FOR EVALUATION OF TECHNICAL BID

The bids will be evaluated on the basis of following scoring mechanism. The minimum qualifying criteria shall be as follows for a bidder to qualify. In case of same service charges quoted by more than one firm, the bidder for awarding the contract shall be selected on the basis of *i*) The firm having lager cumulative turnover of last three financial year; ii) if the turnover is equal than the firm with larger manpower deployment; iii) If earlier two criteria are equal than the firm having registration at an early date. The decision of GBPIET shall be final for awarding the contract.

#### **BIDS EVALUATION PROCEDURE**

GBPIET Departmental Evaluation Committee will evaluate the technical bids. Decision of the committee shall be final and binding upon all the Tenders.

### **Evaluation of Technical Bid:**

- 1. Before evaluation of the technical bid, bidders are expected to meet the qualifying criteria (requirements) as mentioned in the Tender Document. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting the eligibility criteria, are liable to be rejected.
- 2. The technical bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document.

3. The evaluation of technical bid will be as follows:

SI	Description	Marks	Page No.
1	No. of Security/ Manpower Contracts in government/	Max. 12 Marks	
	autonomous residential professional education institutions in		
	last thee years.		
I	1-2	3	
Ш	3-4	6	
Ш	5-6	9	
IV	7 or above	12	
2	No.of Employee deployed daily in any single contract in any of	Max. 12 Marks	
	last three Financial Years.		
ı	26-41	3	
Ш	41-80	6	
Ш	81-120	9	
IV	121 or more	12	
3	Distance of Agency Office / Employee Training Centre of the	Max. 12 Marks	
	agency from the institute.		
ı	More than 500 km away	3	
Ш	301-500 km away	6	
Ш	201-300 km away	9	
IV	Under 200 km away	12	
4	Average annual turnover of the agency for last three financial	Max. 12 Marks	
	years		
	20-50 crore	3	
Ш	51-80	6	
Ш	81 to 120 crore	9	

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IV	Above 120 crore	12	
5	Presentation by agency on their understanding of GBPIET	Max 22 marks	
	Ghurdauri manpower requirements and their detailed		
	proposed operational plan for undertaking the contract. The		
	presentation will contain detailed plan of deployment of		
	human, technical and other resources to obtain the desired		
	outcomes mentioned in the tender document. The presentation		
	will be 30 minutes including question/ answer session.		
To	tal of technical evaluation marks (T) out of 70		

**Evaluation of Price Bid:-** Price bids evaluation will be done by the GBPIT Departmental Purchase Committee.

#### **Determination of Successful bidder:**

The calculation will be based on the evaluation 70% from Technical Bid and 30% from price bid to determine the successful bidder.

The following formula will be applied to determine the winner of the bid. The agency obtaining highest marks aggregate marks will be declared the winner:

## Aggregate Marks= [(PLOWEST/P) x 30 + T]

## Legends:

P= Price Bid quoted by the agency,

P<sub>Lowest</sub>= Price Bid quoted by the Lowest Bidder,

T= Technical Bid score out of 50.

#### Note:

The maximum marks for technical evaluation is 50. Tender(s) obtaining more than or equal to 25 will be technically qualified and below 25 will be rejected.

### ANNEXURE 'A'

# **Tender For Manpower Supply**

(To be furnished on Company/Firm Letter Head)

From:	
_	
To,	
	The Director,
	G.B.Pant Institute of Engineering & Technology,
	Ghurdauri, Pauri Garhwal, Distt- Pauri Garhwal
	Uttrakhand – 246194

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

Dear Sir,

- 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 Institute of Engineering & Technology, Ghurdauri, Pauri Garhwal 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 Institute of Engineering & Technology, Ghurdauri, Pauri Garhwal 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 Institute of Engineering & Technology, Ghurdauri, Pauri Garhwal.
- 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 Institute of Engineering & Technology, Ghurdauri, Pauri Garhwal 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 Institute of Engineering & Technology, Ghurdauri, Pauri Garhwal 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 Institute of Engineering & Technology, Ghurdauri, Pauri Garhwal 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. 11.25 Lakh/- (Rupees Eleven Lakhs Twenty-Five Thousand only) to G. B. Pant Institute of Engineering & Technology, Ghurdauri, Pauri Garhwal 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 whatsover 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: (Signature of Authorized signatory)
Place: (Name and designation of Authorized signatory)
Name and seal of the firm

# **ANNEXURE 'B'- Technical Bid**

# **BIDDER'S PROFILE**

1.	Name of the Agency			
•				Affix duly
2.	Year of Establishment			attested passport size photograph
3.	Registered	Office	Address	of the tenderer
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.			
& b	I/We confirm that the inform	nation furnished above is contition given by me/us is found		
und me/	erstand EMD will be forfeited /us.	without notice, besides any	other approp	riate action against
	Date : Place :	(Signature of Aut (Name and designation Name and se		d signatory)

The Bidder should enunciate his approach for providing Human resources to Govind Ballabh Pant Institute of Engineering & Technology, Ghurdauri, Pauri Garhwal 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>2025</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 250 (Two		
	hundred Fifty) 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 250 (Two hundred		
0	Fifty) 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		
<u> </u>	number of years of service in the Organization.		

12	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.	
13.	Relevant Registration Certificates of (a) Labour Acts, (b) Shops & Commercial Establishments Act, (c) EPF & MP	
	1	
	Act, (d) ESI	
14.	List of Certificates enclosed.	

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

## **ANNEXURE 'C'**

Power of Attorney for signing of Bid Know all men bγ these presents, We. .....(name of firm and address of registered office) do hereby irrevocably constitute, nominate, son/daughter/wife of ..... and authorize Mr./Ms..... 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 of submission our bid for the Tender of Supply of Manpower developed by the G. B. Pant Institute of Engineering & Technology, Ghurdauri, Pauri Garhwal (hereinafter referred to as "Institute") 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 Institute, representing us in all matters before the Institute, signing and execution of all contracts including the Concession Agreement and undertaking consequent to acceptance of our bid and generally dealing with the Institute 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 Institute . 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 OF.....2025 DAY FOR ..... (Signature) Accepted [Notarized] (Name, Title and Address) (Signature) Witnesses: -(Name, Title and Address of Attorney)

1.

2.

# **Technical bid Check List**

# Bids (complete in all respect) must be uploaded online at 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.	
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.	
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	
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.	
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.	
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 GBPIET, Ghurdauri, Pauri Garhwal regarding the contract.	
16.	Scanned copy of Self attested character certificate issued by District Magistrate / Competent authority not more than 06 months.	.PDF
17.	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 Format (Sample)

Description of Service	Total percentage service Charge on Monthly basis (Excluding GST)
Providing Manpower Supply as Per the Tender Documents	Percentage (In figure) - Percentage In Words -

### **Note:**

- 1. Total service charges must be quoted up to two (02) decimal places only.
- 2. The Financial Bid must be submitted strictly in the **BOQ format** provided on the Uttarakhand e-Tender Portal (<a href="www.uktenders.gov.in">www.uktenders.gov.in</a>).
- 3. Editing or modifying the BOQ file is prohibited and will lead to automatic bid rejected.