

**Guru Nanak Dev University, Amritsar**  
**Short Term e-Tender Notice for providing Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled manpower through Outsourcing**

**E-tender No./GNDU/REG/2023/03**

Online bids are invited for providing Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled workers at Guru Nanak Dev University Main Campus, Amritsar and its Regional Campuses, Associated/Constituent colleges on monthly wages on contract basis for a period of two years. Tender Documents can be purchased through online mode only from website [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in). Last date for closing the online tender is **11-12-2023 upto 5.00 P.M.** For further details, please visit the above mentioned website.

**Amritsar**  
**30.11.2023**

**Registrar**

**Annexure-A**  
**Guru Nanak Dev University, Amritsar**

E-tender No: GNDU/REG/2023/03

**Terms and Conditions for Providing Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled Manpower through Outsourcing**

1. Guru Nanak Dev University, Amritsar is having its establishment at GNDU Main Campus, Amritsar, Regional Campuses at Jalandhar/ Gurdaspur and constituent/ Associate Colleges at Jalandhar, Mukandpur (Distt. SAS Nagar), Niari (Distt.Pathankot), Narote Jaimal Singh (Distt.Pathankot), Sujampur (Distt.Pathankot), Pathankot, Mithra(Kapurthala), Sathiala (Amritsar), Kishankot, Kalanaur (Gurdaspur), Phillaur (Distt.Jalandhar), Nakodar (Distt.Jalandhar), Chungh, Patti (Distt. Tarn Taran), Verka (Distt. Amritsar), Fattu Dhinga (Sultanpur Lodhi) and Jandiala (Distt. Jalandhar).
2. For the above campuses/ colleges Short Term online E-Tender/quotations are invited from reputed outsourcing agency/ firms for entering into the contract for providing Manpower Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled through outsourcing for a period of Two Years. The tender should be submitted in two parts. **Part 1 (Technical bid) (Annexure B) which** should consist of all technical details as specified in Annexure B, **Part 2 (Financial Bid) (Annexure C)** should contain only the charges (Price). The financial bid of only those firms shall be opened who meet the technical specifications as decided on the basis of their Technical Bid. The rates however are not to be quoted in the technical bid.
3. The contractor will have to deploy the required manpower at any of the establishments at Sr. no. 1 as and when required. The approximate detail of workers to be deployed by the Contractor is as given below: \*

Un-Skilled	600
Semi-Skilled	300
Skilled	300
Highly Skilled	

(\* ) Note :-The requirement of the workers will be purely need based. Therefore, the no. of contractor's workers may increase or decrease any time. The Registrar, Guru Nanak Dev University will be under no obligations to engage any specific no. of contractor's workers during the period of contract.

4. **It is mandatory for the Bidder to get their Firm/Company registered with [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in) & get User Id, Password & Class 2 or 3 Digital signatures, to participate in the E-Tendering process.**
5. Interested bidder can purchase the tender document through online mode only from the website [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in), where detailed specifications and other terms and conditions are also available.
6. **The mandatory Tender fee and Earnest money/Performance Security (Rs. 50 Lacs)** is to be paid through online mode only as per the provisions available on the e-tender webportal. The Tender shall be rejected in case appropriate Tender Fee/Earnest Money is not received. Bank Guarantee for EMD will not be accepted. Further, no interest will be payable on the EMD/Bid/performance security. The unsuccessful Bidders can claim refund of their EMD/ Bid Security once the Tender Process is over. **The bids submitted shall remain valid for 60 days from the date of opening for the purpose of acceptance and award of work.**

7. Bidder can access Tender documents on the website mentioned above. Scanned copies of the entire relevant document including the EMD, Processing fee, cost of Tender document, Technical Bid as specified in the tender notice are to be attached by the Bidder.
8. For any clarification/difficulty regarding e-tendering process flow, user id, password, digital signatures please contact ITI Help desk at 1846699872, 9257209340 or 8146699867, 0172-2791226; 0172-2791326. Bidders are requested to submit the tenders well in time. The university shall not be responsible for any failure of Network or any other reason for non-submission of the tenders.
9. That the persons deployed by the contractor under the contract shall be the employees of contractors for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor (who is answerable to the competent authority of GNDU or his representative) and in no case, shall an employer-employee relationship accrue/rise implicitly or explicitly between the said person and Guru Nanak Dev University. Sub-Contracting shall not be permitted.
10. The Earnest Money Deposited/**Performance Security** (EMD) will be forfeited if the Contractor fails to commence the work as the letter of award and the award letter will be cancelled.
11. Failure to fulfill any of the condition given above shall render the Bid/Bidder liable for rejection.
12. The Competent Authority, Guru Nanak Dev University, Amritsar does not bind himself to accept the lowest or any Bid and reserves to himself the right of accepting the whole or any part of the bid, and the bidder shall be bound to perform as agreed upon in the contract agreement and the quoted rates.
13. The tendering manpower agency should fulfill the following technical specifications:-
  - a. The Registered Office or one of the Branch Office's of the manpower agency should be located in Amritsar
  - b. The manpower agency should be registered with the appropriate registration authority.
  - c. The agency should have its own bank account.
  - d. The agency should be registered with Income tax and GST Department.
  - e. The agency should be registered with appropriate authorities under employees Provident Fund and under Employees State Insurance Acts.
  - f. The agency should have valid Labour License issued by the competent authority under the Contract Labour Act.
14. The tendering agency are required to upload/attach scan copies as PDF of the following documents (duly self-attested) along with the technical bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further:-
  - a. Registration Certificate;
  - b. Copy of PAN/ TAN Card;
  - c. Copy of the IT return filed for the last three financial years;
  - d. Copies of EPF and ESI certificates.
  - e. Copy of GST registration certificate and Jurisdiction details
  - f. Valid Labour license issued by the competent authority under contract Labour Act.
  - g. The bidder should furnish the proof of his/ her experience of providing manpower in Govt. Department and other public corporations.
  - h. Work done certificate for having successful executive/completed similar works during the last three years.
15. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
16. The contractor should furnish the details of staff strength, qualifications and experience of his supervisory staff, office address for correspondence, contact telephone no., etc.

- alongwith an attested copies of annual returns filed by him in r/o his workers towards ESI, EPF and copies of challan as on 1<sup>st</sup> April of current financial year.
17. A Earnest Money Deposited of Rs. Fifty Lac (**Rs. 50 Lacs**) will be adjusted towards the performance security, if the contract is awarded to him/her/ firms.
  18. An affidavit duly certified by Notary that the partner of the agency or sole proprietor or agency as the case may be, has never been blacklisted or change the name of the firm. The person deployed for the tender work should not be involved in any police case or have any case pending against him. Police verification certificates for the persons deployed for work to be submitted on demand.
  19. The Contracting company/Firm/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
  20. The deployed personnel should be well mannered and maintain the office decorum and discipline and should have fulfilled the qualifications prescribed for the post.
  21. If in the opinion of the Registrar, Guru Nanak Dev University the performance of any of the person deployed is not satisfactory or he/ she is not amenable to discipline or their behaviors is not conducive to retain them for the work, he/ she should be replaced immediately.
  22. Agency shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of shops and Establishment.
  23. The requirements of the workers will be purely need based. Therefore, the no. of contractor's workers may increase or decrease any time. The Registrar, Guru Nanak Dev University will be under no obligations to engage any specific no. of contractor's workers during the period of contract.
  24. No contractual Employee will be allowed to enter in the premises without identity card issued by the contractor.
  25. The GNDU is not bound to avail the services of the workers for the whole two years period.
  26. If any dispute arises between the Agency & the workers employed by it in the matter of wages or any other service condition, it shall be settled by the Agency & the workers engaged by it themselves. The GNDU shall not be a party in any such dispute.
  27. In case it is found that the wages are not being paid in accordance with the statutory Minimum Wages Act, the contract shall be terminated forthwith & the EMD/Performance Security forfeited.
  28. No price should be mentioned in Technical Bid otherwise the bid is liable to be rejected.
  29. The contractor will maintain all record, any registers ready and may be produced to Labour Deptt. Provident fund, E.S.I. or any other statutory body on demand.
  30. The Firm/Agency awarded the tender will be liable to pay compensation of losses occurring out of damage/ theft at the Institute through negligence (or otherwise) of its employees.
  31. The contract shall be automatically expire at the end of two years, unless extended further by the mutual consent of contracting agency and GNDU.
  32. GNDU reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
  33. Tender documents submitted incomplete in any respect or without EMD is liable to be summarily rejected.
  34. The GNDU reserves the right to withdraw the tender at any time before its finalization without assigning any reason.
  35. The bidder will be bound by the details furnished by him/her to GNDU, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her/firm is found to be false at any stage, it would be deemed to be breach of terms of contract making him/her/firm liable for legal action besides termination of contract.

36. In case the contractor withdraws his services, without giving a prior notice of three month the EMD/ Performance Security will be forfeited and the firm will be debarred/ blacklisted in future.
37. The contractor shall not engage/ employ persons below the age of 18 years.
38. **Payment Conditions:-**
- a. The contractor will submit the monthly pre-receipt bills alongwith a copy of challan towards EPF/ESI payments in respect of his employees in duplicate after satisfactory completions of the work to the officer of the institute for certifications for payments. The Officer, on receipt of the bill, will check the work record, and thereafter the process the bill for payment. All bills should be submitted on printed forms, duly signed and pre-receipted.
  - b. The payment will be made by the institute to the contractor on monthly basis on submission of bill in duplicate alongwith the certificate of satisfactory performance of work from the concerned Head of the department/ Branch/ Office/ College of the Guru Nanak Dev University. A certificate to the effect that all labour laws including EPF, ESI payments, etc. are being followed has to be furnished with proof alongwiththe bill for payment. The contractor will have to submit the bills with the list of employees duly certified by him/ her.
  - c. Income Tax and other statutory levies including tax deductible under Income tax and GST, as applicable from time to time will be deducted from the bills of the contractor.
  - d. In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its worker by 7<sup>th</sup> of every month and there should be no linkage between this payment and settlement of the contractor's bills from Guru Nanak Dev University.
39. The contractor is required to start the work w.e.f. the date of acceptance of the contract as per agreement to be signed between the agency and the Registrar, Guru Nanak Dev University, Amritsar. In case it is found that the work has not been taken up from the above date, the Guru Nanak Dev University, at its sole discretion may cancel the work order/ award and the EMD/ performance security shall be forfeited without any further reference to the contractor.
40. Failure to fulfill any of the conditions given above shall render the tender/ bid liable for rejections.
41. As it is mandatory for the Contractor to pay minimum wages as fixed by the State Government, whichever is higher, plus the statutory dues like ESI, EPF, GST etc., any bidder quoting less than the minimum wages and also not appropriately quoting for these charges shall be disqualified at the stage of evaluation.
42. As other factors like Minimum wages, ESIC, EPF, GST etc. are constant as per Govt. rates. The contract will be finalized on the basis of least Service Charges quoted by the contractor. Wherein case service charges quoted by two or more agencies are same, Itwill be decided by considering the technical bid which is submitted by the bidders in a separatesheet. No wages/ remuneration will be paid to any staff for the days of absence from duty.
43. Any change in Govt. Taxes/funds, minimum wages or any other finance related rules/matters from time to time that will also be applicable on this contract as per rules and will be dealt by the Accounts Branch.
44. The monthly statements of ECR/EPF/ESI, Employees welfare fund, GST Challan and any other financial statements etc. will be submitted by the contractor directly in Accounts Branch/GNDU Labour Law Auditor for verification. The concerned agency will be liable to pay requisite fee for verification to GNDU Labour Law Auditor. If there is any discrepancy/ query found in these statements by GNDU Labour Law Auditor/ Accounts

- Branch, it should be resolved by the Accounts Branch by Coordinating directly with the Contractor and GNDU Labour Law Auditor.
45. After completion of the contract EMD/Performance Security deposited by the contractor will be refunded back to the contractor without any interest directly by the Accounts Branch after obtaining the NOC (No Objection Certificate) from the concerned Departments/Branches/Colleges of GNDU (if required).
  46. The goods and service tax shall be reimbursed only against invoices duly raised by the contractor as per provisions of GST law indicating the amount of GST charged, subject to cases where tax is payable on reverse charge basis. Invoices for services of security personnel shall be raised separately from the services of other personnel. The returns shall be filed in GSTIN to be obtained separately and specifically for providing manpower supply and security services to the GNDU. The GSTR-1/IFF, GSTR 3B, GSTR-9/9C or any other return, information or response filed under this GSTIN and any notices/correspondence with the authorities shall be shared with the GNDU. Invoice wise certificate regarding collection of gst and payment shall also be furnished by the contractor. No gst shall be reimbursed to the vendor if the above procedure is not followed and vendor shall ensure the due compliance of gst provisions. The vendor shall share and furnish all the information required regarding the payment of gst, under this GSTIN and facilitate the production and verification of its records, relating there to. If the manpower supply services are treated exempt any later point of time, the contractor and his representatives and sucesors shall undertake, facilitate and coordinate all measures including making of application, filing of appeals, participation in proceedings, providing information to the concerned authorities, at the cost of University, even after the expiry or termination of contract with the contractor, so that the amount paid by way of GST on the provisions of above services is refunded back to the university.
  47. The Contract shall be for two years period from the date of award unless it is curtailed or terminated by GNDU owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the work requirement etc.
  48. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/Agency and GNDU.
  49. The Contractor is required to abide by the terms and conditions of agreement enclosed herewith (**Annexure-D**).
  50. Rates of wages in respect of manpower supplied by the agency will be subject to revision by the Office of Labour Commissioner Punjab.
  51. Required Affidavit (Stamp Papers) will be purchased by the Contractor for Agreement.
  52. In case of any dispute or difference arising out or under the arrangement the matter would be referred to the Arbitrator whose decision shall be final and shall not be called in question. The Vice-Chancellor of the Guru Nanak Dev University, Amritsar will be appointed as Arbitrator with the mutual consent of both the parties (Contractor and Guru Nanak Dev University).
  53. Documents specified in Technical bid including payment details of EMD and Form fee should be scanned and uploaded compulsory as PDF file with in the period of submission of technical bid (Documents of Technical Bid). Scanned copies of the documents should be readable after printing otherwise tender shall be rejected. Financial bid should be submitted online only in specified Format. Uploading of Financial bid as scanned copy along with technical bid or any disclosure will leads to rejection of tender.
  54. Documents should be scanned properly and should be readable. Documents submitted by the tendered if any earlier E-Tender bid shall not be considered.
  55. Any corrigendum related to tender will be uploaded on webpage [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in) and as well as on University webpage [www.gndu.ac.in](http://www.gndu.ac.in). No separate information will be publish on newspaper. Bidders are required to visit the eproc Punjab website regularly.

56. Service charges paid to the service provider/contractor shall in no case be more than 2.5% (Two and Half Percent) of the amount of contract.
57. The contractor will provide monthly salary sheets as a proof of compliance of Minimum wages and payment of wages along with the monthly ECR of EPF/ESIC/ LWF challans cum returns on monthly basis. The initial payment of salary of employees will be disbursed to contractor in the first installment. The compliance amount will be paid in second installment; after the proper scrutiny of the same by the Labour law Auditor of GNDU on or before 25th of the same month. The contractor will be bound to produce record by 20th of every month. Monthly compliance scrutiny will be done by the GNDU Labour laws auditor on regular monthly basis & charges of the same would be born by the Contractor. Any default in the submission of record or compliance will be considered as a grave violation of the terms of contract; which may lead to termination of contract and confiscation of security amount.
58. Punjab Govt. reservation policy should be followed by the contractor while providing workers and the agency/firm will be responsible for maintaining necessary record, roster register etc. as per rules and copy of roster register prepared by the Contractor should be supplied to the University from time to time.
59. Agency/Firm will submit the monthly certificate regarding the implementation of the Punjab Govt. reservation policy while hiring the new workers.

REGISTRAR

## AGREEMENT

### (Agreement for providing Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled Manpower)

This AGREEMENT made on this \_\_\_\_\_ between Guru Nanak Dev University, Amritsar-143005 .

and

\_\_\_\_\_ (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the Guru Nanak Dev University (GNDU) is desirous of giving Contract for providing Outsourcing of Man-power—**Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled Manpower** at GNDU Main Campus, Amritsar, Regional Campuses at Jalandhar/ Gurdaspur and constituent/ Associate Colleges at Jalandhar, Mukandpur (Distt.SAS Nagar), Niari (Distt.Pathankot), NaroteJaimal Singh (Distt.Pathankot), Sujanpur (Distt.Pathankot), Pathankot, Mithra (Kapurthala), Sathiala (Amritsar), Kishankot, Kalanaur (Gurdaspur), Phillaur (Distt.Jalandhar), Nakodar (Distt.Jalandhar), Chungh, Patti (Distt. Tarn Taran), Verka (Distt. Amritsar), Fattu Dhinga (Sultanpur Lodhi) and Jandiala (Distt. Jalandhar) for a period of Two years and where the contractor has offered to provide Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled Manpower on the terms and conditions hereinafter stated.

WHEREAS the contractor has represented that he/she/firm is a registered Contractor under the provisions of contract labour (Regulation and Abolition Act), 1970 and has further represented that he/she is eligible to get this contract and there is no legal or any other bar on him/her/firm in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this Contract shall be carried out by the contractor at his own expenses, etc and the contractor shall report the compliance thereof to the GNDU. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act/provisions.

WHEREAS the GNDU has agreed to award the contract as per details of this Tender Document for providing Man-power—**Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled Manpower** for a period of Two years hereinafter mentioned as the work assigned.

AND WHEREAS the contractor has agreed to furnish to the Guru Nanak Dev University, Amritsar a performance security of Rs. 50,00,000/- (Rs. Fifty Lac).

**NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES** mentioned above, the parties have agreed to as under:-

#### **A. GENERAL CONDITIONS**

1. That it is explicitly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall an employer-employee relationship accrue/arise implicitly or explicitly between the said persons and the Guru Nanak Dev University, Amritsar. Subcontracting shall not be permitted.
2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Registrar, GNDU, Amritsar or his nominee. Subsequently, the contractor shall review the work assigned from time to time as advised by the Registrar, GNDU,



Amritsar or his nominee for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Registrar, GNDU, Amritsar or his nominee in this respect from time to time.

3. That the Registrar, GNDU, Amritsar or his nominee shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful activity or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such person(s) on reporting/intimation by the Registrar, GNDU, Amritsar or his nominee in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Registrar, GNDU, Amritsar or his nominee in case of any of the aforesaid misconduct on the part of the said person.

#### **B. CONTRACTOR'S OBLIGATIONS**

1. That the contractor shall carefully and diligently perform the work assigned to him/her/firm as mentioned at Annexure 'A' in consultation with the Registrar, GNDU, Amritsar.
2. That for performing the assigned work, the contractor shall deploy medically and physically fit person. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the contractor shall submit details, such as, names, parentage, residential address, age, contact details, etc, of the persons deployed by him/her in the premises of the Guru Nanak Dev University, Amritsar, Regional Campuses at Jalandhar/ Gurdaspur and constituent/ Associate Colleges at Jalandhar, Mukandpur (Distt.SAS Nagar), Niari (Distt.Pathankot), Narote Jaimal Singh (Distt.Pathankot), Sujanpur (Distt.Pathankot), Pathankot, Mithra (Kapurthala), Sathiala (Amritsar), Kishankot, Kalanaur (Gurdaspur), Phillaur (Distt.Jalandhar), Nakodar (Distt.Jalandhar), Chungh, Patti (Distt. Tarn Taran), Verka (Distt. Amritsar), Fattu Dhinga(Sultanpur Lodhi)and Jandiala(Distt. Jalandhar). The contractor shall issue identity cards bearing their photographs/ identification, etc, to the employees deployed for the work for their proper identification and such employees shall display their identity cards while entering/ leaving and on duty.
4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.
5. That the contractor shall at his own cost take necessary insurance cover in respect to the aforesaid services rendered to GNDU, Amritsar and shall comply with the statutory provisions of contract Labour (Regulations & Abolition) Act 1970. The contractor shall abide by and honour the Employees State Insurance Act, Workman's Compensation Act 1923; Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952;The minimum Wages Act 1948; Employer's Liability Act 1938; Employment of Children Act 1938, maternity benefit act and any other Rules/regulation and statutes that may be applicable to them.
6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the GNDU, Amritsar indemnified from all acts of omission, fault, breaches and / or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and/ or under the said Acts, rules/ regulations and/ or any by-laws or rules framed under or any of these the

GNDU shall be entitled to recover any loss (es) or expense(s) which it may have to suffer or incur on account of such claim(s), loss or injury from the contractor's monthly payments.

7. That the contractor shall be required to maintain permanent attendance register/ roll within the building premises and will be regularly inspected/checked by the authorized officers of GNDU.
8. That the contractor shall make the payment of wages, etc. to the persons so deployed and shall furnish copies of wages register/ muster roll, etc. to the GNDU, Amritsar for having paid all the dues, including the salary, to the persons deployed by him/her/firm for the work under the Agreement. This obligation is imposed on the contractor to ensure that he/she/firm is fulfilling his/her commitments toward his/her/firm employees so deployed under various Labour Laws, having regard to the duties of GNDU in the respect as per the provisions of Contractor Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with the Labour regulations as amended from time to time in regard to the payment of wages, deductions/recovery from wages, maintenance of wages book, wages slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
9. That the contractor shall submit the proof of having deposited the amount of ESI, EPF, Labour Welfare Fund contributions towards the persons deployed at GNDU, Amritsar in their respective names before submitting the bill or alongwith the wages bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI, EPF, Labour Welfare Fund contribution will be withheld till submission of required document.
10. The goods and service tax shall be reimbursed only against invoices duly raised by the contractor as per provisions of GST law indicating the amount of GST charged , subject to cases where tax is payable on reverse charge basis. Invoices for services of security personnel shall be raised separately from the services of other personnel. The returns shall be filed in GSTIN to be obtained separately and specifically for providing manpower supply and security services to the GNDU. The GSTR-1/IFF, GSTR 3B,GSTR-9/9C or any other return, information or response filed under this GSTIN and any notices/correspondence with the authorities shall be shared with the GNDU. Invoice wise certificate regarding collection of GST and payment shall also be furnished by the contractor. No GST shall be reimbursed to the vendor if the above procedure is not followed and vendor shall ensure the due compliance of GST provisions. The vendor shall share and furnish all the information required regarding the payment of GST, under this GSTIN and facilitate the production and verification of its records, relating there to. If the manpower supply services are treated exempt any later point of time, the contractor and his representatives and successors shall undertake, facilitate and coordinate all measures including making of application, filing of appeals, participation in proceedings, providing information to the concerned authorities, at the cost of University, even after the expiry or termination of contract with the contractor, so that the amount paid by way of GST on the provisions of above services is refunded back to the university.
11. The contractor shall take all precautions to prevent any unlawful riot or disorderly conduct or acts of his/her employees so deployed and ensure peace and protection of persons deployed herein the premises, and property of GNDU.
12. That the contractor shall deploy his/her/firm persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealing with the persons in his/her/firm employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or

breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulation and rules which is materially incorrect, he shall without prejudice to any other liability reimburse the Registrar, GNDU, Amritsar, the sum incurred by the GNDU in this regard.

13. The Contractor shall remove all workers deployed by him/her on termination of the contract or on expiry of the contract from the premises of the GNDU.
14. The performance security shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/ or loss/ damage if any sustained by the Institute.
15. The agreement be returned duly signed with the name and details of the representative of the firm to liaison with GNDU.
16. The character & antecedents of the outsourced manpower to be deployed has to be verified from the nearest police station.
17. Any change in Govt. Taxes/funds, minimum wages or any other finance related rules/matters from time to time that will also be applicable on this contract as per rules and will be dealt by the Accounts Branch.
18. The contractor will provide monthly salary sheets as a proof of compliance of Minimum wages and payment of wages along with the monthly ECR of EPF/ESIC/ LWF challans cum returns on monthly basis. The initial payment of salary of employees will be disbursed to contractor in the first installment. The compliance amount will be paid in second installment; after the proper scrutiny of the same by the Labour law Auditor of GNDU on or before 25th of the same month. The contractor will be bound to produce record by 20th of every month. Monthly compliance scrutiny will be done by the GNDU Labour laws auditor on regular monthly basis & charges of the same would be born by the Contractor. Any default in the submission of record or compliance will be considered as a grave violation of the terms of contract; which may lead to termination of contract and confiscation of security amount.
19. The monthly statements of ECR/EPF/ESI, Employees welfare fund, GST Challan and any other financial statements etc. will be submitted by the contractor directly in Accounts Branch/GNDU Labour Law Auditor for verification. The concerned agency will be liable to pay requisite fee for verification to GNDU Labour Law Auditor. If there is any discrepancy/ query found in these statements by GNDU Labour Law Auditor/ Accounts Branch, it should be resolved by the Accounts Branch by Coordinating directly with the Contractor and GNDU Labour Law Auditor.
20. After completion of the contract EMD/Performance Security deposited by the contractor will be refunded back to the contractor without any interest directly by the Accounts Branch after obtaining the NOC (No Objection Certificate) from the concerned Departments/Branches/Colleges of GNDU (if required).

#### **PENALTIES/ LIABILITIES**

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the performance security will be forfeited and further the work may be got done from any other agency at his risk and cost, or any other action as deemed fit by the Registrar, GNDU, Amritsar.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any default or his services are not to the entire satisfaction of the Registrar, GNDU, Amritsar or his nominee, a penalty leading to a deduction upto a maximum of 10% of the total amount of the bill for the particular month will be leviable.

**D. COMMENCEMENT AND TERMINATION**

1. That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of Two years. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:-
  - a. On the expiry of the contract period as stated above
  - b. By giving one month's notice by GNDU on account of:
    - i. Committing breach by the contractor of any of the terms and conditions of this agreement
    - ii. Assigning the contractor any part thereof to any sub-contractor
  - c. On the contractor being declared insolvent by competent Court of Law, during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

**E. ARBITRATION**

1. In the event of any question dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of Vice-Chancellor, GNDU, Amritsar or his nominee.
2. The award of the arbitrator shall be final and binding on the parties.
3. The Arbitrator may give interim award(s) and / or directions, as may be required.

IN WITNESS WHEREOF the parties hereto have signed these present on the date, month and year first above written.

For and on behalf of the Contractor

Registrar  
Guru Nanak Dev University,  
Amritsar-143005

WITNESS

- 1.
- 2.

**Providing Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled Manpowers through Outsourcing**

**FINANCIAL BID**

Rates for providing Man-power—Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled, etc. for a period of **Two year**.

Category	Rate of Minimum Wages per Month	ESI 3.25%	EPF @ 13% on Basic Wages	Service Charges Max. 2.5%	Labour Welfare fund	Total	GST @18%	Total Amount
Un-Skilled								
Semi-Skilled								
Skilled								
Highly Skilled								

**Note: GST @ 18% to be quoted by all the registered person providing financial bid, for the purpose of evaluation, irrespective of cases, where GST is payable on reverse charge**

**Providing Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled Manpowers through Outsourcing****Technical Details**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Fill in the Details</b>
<b>1</b>	Name of Firm/ Company (Bidder) (in Block letters)	
<b>2</b>	Permanent Address & Telephone/ mobile No.	
<b>3</b>	Year of incorporation of the Firm/Company *. * (i) <i>In case of a Company, provide certificate of incorporation from Registrar of Company (ROC).</i> (ii) <i>In case of a Firm, provide PAN No. of the firm.</i> (iii) <i>In case of NGO, provide certificate from Registrar of Firm, Chandigarh.</i>	
<b>4</b>	Undertaking by the Firm/Company.	
<b>5</b>	Details of experience of providing services for the last three years in the format: (i) Name of the major clients. (ii) Addresses, telephone/ mobile numbers of the major clients. (iii) Copy of the offer letter. (iv) Certificate(s) issued by such clients.	(Attach as enclosure & refer here)
<b>6</b>	Provide copy of Electronic Challan cum Return (ECR) for the last 3 months alongwith the receipt challan in respect of Employee State Insurance Corporation (ESIC) & Employee Provident Fund (EPF) payment for his/her employees.	(Attach as enclosure & refer here)
<b>7</b>	Details of ESIC and EPF Registration Certificates.	
<b>8</b>	Details EMDs (NEFT- Transaction ID No.)	
<b>9</b>	An Affidavit duly certified by a Notary that the firm or partners their of /Company has never been black listed and/ or not involved in any Police case or indicted by any Hon'ble Court.	(Attach as enclosure & refer here)

<b>10</b>	Latest Income tax Returns (in the following format) for last three years (i) Financial Year _____ (ii) GST _____ (iii) TAN _____ (iv) PAN _____	(Attach as enclosure & refer here)
<b>11</b>	Has the Firm/Company been Registered with Assistant Labour Commissioner/Labour authority. If yes, provide certificate (Form F & B) from the concerned authorities.	
<b>12</b>	Copy of Labour License issued by the competent Labour authorities under Assistant Labour Commissioner.	
<b>13</b>	Security License from DGP Punjab	

**Important:**

- 1 *Scanned copies of all the relevant documents as per Sr. no. 1 to 13 must be uploaded as the documents of technical bid.*
- 2 *Document should be scanned properly and should be readable.*

**To be submitted on your Company/Firm Letter Head**

**Ref:** \_\_\_\_\_

**dated :** \_\_\_\_\_

The Registrar,  
Guru Nanak Dev University,  
Amritsar

**Sub:-Providing Un-Skilled, Semi-Skilled, Skilled and Highly-Skilled manpower through Outsourcing.**

**Sir,**

With Reference to GNDU Tender Notice inviting quotations for contract for providing Man-Power on Contractual Basis, following the two-bids system, we hereby enclose the rate quotation in the prescribed proforma in two bids system i.e. (Technical & Financial) in the prescribed proforma separately.

We have read all the terms & conditions of the Tender Documents and state that we accept them as such fully.

It is also certified that the offer submitted has no deviation from the Terms & Conditions of the Tender Documents.

Yours faithfully,

Signature of the Authorized Signatory  
Name

Address  
Telephone No.

Seal of the Company/Firm

Date: