

Tender No.-20 /SVP/2017-18

**SARDAR VALLABHBHAI PATEL
UNIVERSITY OF AGRICULTURE & TECHNOLOGY
MEERUT-250110 (U.P.)**

Phone: 0121-2888502



Tender Document for:

विश्वविद्यालय को अनुबन्ध के आधार पर कुशल एवं अकुशल श्रमिक उपलब्ध कराने के संबंध में।

Tender Processing fee Rs. 1500/- (Rs. One Thousand Five Hundred Only)



सरदार वल्लभभाई पटेल कृषि एवं प्रौद्योगिक विश्वविद्यालय, मेरठ-250110

विश्वविद्यालय को अनुबन्ध के आधार पर कुशल एवं अकुशल श्रमिक उपलब्ध कराने के संबंध में।

क्र०सं०	मद	विवरण
01	कार्य / सामग्री / उपकरण आदि का विवरण	विश्वविद्यालय को अनुबन्ध के आधार पर कुशल एवं अकुशल श्रमिक उपलब्ध कराने के संबंध में।
02	अवधि	दर अनुबन्ध स्वीकृति से 01 वर्ष हेतु जिसमें वृद्धि / कटौती की जा सकती है।
03	अनुमानित व्यय	धनराशि रू० 175 लाख
04	टेण्डर प्रोसेसिंग फीस	रू० 1500.00 (रूपये एक हजार पाँच सौ मात्र) नकद में सचिव, क्रय समिति कार्यालय लेखानुभाग से टेण्डर फार्म प्राप्त कर सकते हैं। वेबसाइट से डाउनलोड निविदा प्रपत्र स्वीकार नहीं किये जायेंगे।
05	धरोहर धनराशि	रू० 3,50,000.00 (तीन लाख पचास हजार मात्र) to be paid by DD in Favour of Comptroller, S.V.P.U. A&T., Meerut (U.P) Payable at Meerut from Nationalized Bank.
06	प्रि-बिड कान्फ्रेन्स आयोजित करने की दिनांक	दिनांक 12.09.2017 अपराह्न 3.00 से 4.00 बजे तक (प्रशासनिक भवन, लेखानुभाग)
07	टेण्डर फार्म विक्रय की तिथि, समय व स्थान	दिनांक 31.08.2017 से 14.09.2017 के पूर्वाह्न 12.00 बजे तक, (प्रशासनिक भवन, लेखानुभाग)
08	टेण्डर फार्म जमा करने की तिथि, समय व स्थान	दिनांक 14.09.2017 को पूर्वाह्न 12.00 से अपराह्न 2.00 बजे तक, (प्रशासनिक भवन, लेखानुभाग)
09	टेण्डर खोलने की तिथि, समय व स्थान	दिनांक 14.09.2017 को अपराह्न 2.30 बजे, (प्रशासनिक भवन, लेखानुभाग)



Sardar Vallabhbhai Patel University of Agriculture & Technology, Meerut-250110 (U.P.)

CONTENTS OF TENDER DOCUMENT

For outsourcing of SKILLED and UN-SKILLED MANPOWER in
Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut-250110 (U.P.)

S. No.	Description	Page No.
1.	Notice Inviting Tender (NIT)	
2.	Terms and Conditions	
3.	Detailed Status of the Firm(Technical Bid)	
4.	Financial Bid	
5.	AGREEMENT FOR MANPOWER	

Note :

Tenderer should confirm that they have received all the above documents. The site of work can be seen personally. Demand Draft for Rs. 3,50,000/- (Rs. Three Lakh fifty thousand Only) towards earnest money deposit (EMD) may please be attached.

DD No. _____ dated _____ for Rs. _____

(Signature of the officer issuing tender)

Tender issued to:

M/s.....
.....
.....

Sardar Vallabhbhai Patel University of Agriculture & Technology,
Meerut-250110 (U.P.)

NOTICE INVITING TENDER (NIT)
FOR OUTSOURCING OF SKILLED & UNSKILLED MANPOWER

Sealed Tenders are invited under Two Bid system (Part- I: Technical Bid and Part –II : Financial Bid) for outsourcing of SKILLED & UNSKILLED manpower from contractors with annual turnover of Rs. 3.5 corers (Rs. Three corers fifty lakhs only) or more for last two years in each financial years, holding valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having Service Tax/GST registration.

The estimated annual cost of the work is Rs. 1.75 corers. The contractor must have successfully executed/completed similar works for supply of Skilled, Unskilled workers in Govt./Semi Govt./Autonomous Bodies during the last two years.

The offers submitted by downloading from university website www.svbpm Meerut.ac.in shall not be considered valid, only tender documents can be obtained on cash payment of Rs 1500/- from Administrative Building, Account Section, Agriculture University Meerut

- i) **Sale of Tender documents** : **31 August 2017 to 14 September 2017 (upto12:00 hrs)**
- ii) **Tender Processing fee** : **Rs. 1500.00**
- iii) **Last date and time for submission of Tender** : **14 September, 2017 (12:00 hrs to 14:00 hrs)**
Pre Bid Conference: 12 September 2017 (15:00 hrs to 16:00 hrs)
- iv) **Date & Time of Tender Opening (Only technical bid): 14 September 2017 (14:30 hrs.)**
- v) **Earnest Money Deposit (EMD)** to be submitted along with the Technical Bid: Rs. 3,50,000/- (Rs. Three Lakh fifty thousand Only)
- vi) **Financial Bid:** date and time will be intimated at later date.

Offer by Fax/E-mail will be summarily ignored.

This advertisement and detailed tender documents are also available on SVBP University Web Site www.svbpm Meerut.ac.in , sample tender documents can be obtained only on cash payment of Rs 1500/- from Administrative Building, Account Section

The Vice-Chancellor, SVPUA&T, Meerut reserves the right to accept/reject any or all the tenders without assigning any reason.

Registrar



Sardar Vallabhbhai Patel University of Agriculture & Technology, Meerut-250110 (U.P.)

NOTICE INVITING TENDER (NIT)

1	Sardar Vallabhbhai Patel University of Agriculture & Technology, Meerut-250110 (U.P.) invites tenders from reputed licensed contractor under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 for outsourcing of SKILLED & UN-SKILLED manpower located at university campus on contract basis.
2	The contract will be initially for a period of one years which may be extended further with mutual consent. The estimated annual cost of the work is Rs. 175 Lakh (One Hundred Seventy Five lakhs).
3	Contractor/Agency may submit their tenders with following details in Part- I (Technical Bid):- (I) Attested registration certificate of agency issued by the appropriate authority (II) Attested copy of valid labour license from the Regional Labour commissioner for specific number required for the contract under contract Labour (Regulation & Abolition) Act, 1970 (III) Attested copy of valid Service Tax Registration certificate (IV) Attested copy of registration under EPFO. (V) Attested copy of registration under ESI (VI) Status: whether Proprietor/Firm/Company (VII) The contractor must have successfully executed/completed similar works for supply of skilled, unskilled workers in Govt./Semi Govt./Autonomous Bodies during the last two years. (VIII) Annual Turn Over of the contractor of Rs. 3.5 corers or more for the last two each financial years (IX) List of Clients. (X) Customer's satisfaction proof. (XI) Copy of PAN Card & ITR for the last two financial years (XII) An undertaking that the agency has not been blacklisted by any Government Department/Autonomous bodies as on the date of submission of the bid.
4	Tender document is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Financial Bid. The Part-I (Technical Bid) should contain the EMD and statement showing compliance with the criteria /detailed technical specifications as per NIT. The Part-II (Financial Bid) should contain the price offered. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelope superscribed TECHNICAL BID and Financial BID should again be sealed in a third bigger envelope superscribing the tender No. and "Tender for Outsourcing of SKILLED & UN-SKILLED Manpower" . The Part-I (Technical Bid) will be opened in presence of the tenders or their authorized representatives on the date of tender opening and the Part-II (Price Bid) after evaluations of Part-I. The Part-II of only those tenders shall be opened who are found technically competent to carry out the work, for which prior intimation will be given indicating the date and time of price bid opening.
5	Tender along with detailed terms and conditions can be obtained by the contractors fulfilling the above mentioned conditions on payment of Rs. 1000/- (non refundable/non-transferable) , tender documents can only be obtained on cash payment of Rs 1500/- from Administrative Building, Account Section, Agriculture University Meerut

6	Contractor may submit their tender in sealed cover superscribed with “ Tender for outsourcing of SKILLED & UN-SKILLED Manpower ” addressed to the Registrar, SVPUA&T, Meerut along with EMD of Rs. 3.5 lakh (Rs Three lakh fifty thousand Only) in the form of Demand Draft drawn in favour of Comptroller, Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut-250110 (U.P.)
7	Tenders received after due date/time and without EMD shall be rejected
8	Vice-Chancellor, Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut-250110 (U.P.) reserves the right to accept or reject any or all the offers without assigning any reason.
9	Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection
10	The tenderer shall not be permitted to tender for works in SVPUA&T, Meerut. if his relative is posted in the grade of Dean/Directors/Comptroller. He shall also intimate the name of the person(s) who are working with him in any capacity and are relatives as mentioned above.
11	Note : A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family, or (b) they are husband and wife, or (c) the one is related to the other in the following manner : father, mother (including step mother), son (including step son), son’s wife, daughter (including step daughter), Father’s father, Son’s son, Son’s Son’s wife, Son’s daughter, Son’s daughter’s husband, Daughter’s husband, Daughter’s son, Daughter’s son’s wife, Daughter’s daughter, Daughter’s daughter’s husband, Brother (including step brother), Brother’s wife, Sister (including step sister), Sister’s husband.
12	The tenderer shall quote rates both in figures and words. He shall also work out the amount for each item of work and write in both figures and words. On checking if there are difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed : i) When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct. ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct. iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
13	The tenderer should quote the rates after assessing the work requirement.
14	Earnest Money will be forfeited if the contractor fails to commence the work as per the award letter for the work.
15	Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.

SCOPE OF WORK:

Tender for Skilled & Un-skilled manpower are invited from contractors holding valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPF, ESIC authorities, having Service Tax registration and successfully carried out at least three similar works for supply of manpower under a contract during the last 2 years in Govt./Semi-Govt./Central Autonomous bodies/Limited Firms on contract basis.

TERMS AND CONDITIONS:

- 1) **Period of Contract:** The contract will be initially for a period of one year which may be extended further with mutual consent.
- 2) **Ernest Money Deposit (EMD) :** The EMD of Rs. 3,50,000/- in the form of Demand Draft from any scheduled bank drawn in favour of Comptroller, Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut-250110 (U.P.), must accompany **Part-I (Technical Bid)**. The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit the acceptance within 15 days from the date of award of contract.
- 3) **Bank Guarantee:** A bank guarantee of 10% of the total order value should be furnished by the successful bidder from any scheduled bank. The bank Guarantee shall be kept with Comptroller, SVPUA&T, Meerut for a period of One year and shall be released after the successful completion of the contract.
- 4) The offers submitted by downloading from university website www.svbpm Meerut.ac.in shall not be considered valid, tender documents can only be obtained on cash payment of Rs 1500/- from Administrative Block Account Section.
- 5) The cost of tender document is indicated in the NIT.
- 6) The number of skilled & un-skilled manpower will be $150 \pm 20\%$. Therefore, the number of Contractor's workers may increase or decrease as per requirement. The Registrar, SVPUA&T, Meerut will be under no obligation to engage any specific number of contractor's worker during the period of contract.
- 7) The Vice-Chancellor, SVPUA&T, Meerut reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
- 8) The Vice-Chancellor, SVPUA&T, Meerut reserves the right to terminate the contract without any prior notice on account of violation of any of the terms and conditions at the part of contractor.
- 9) Skilled & Unskilled labour wages should be paid as per U.P. Government minimum wages rates.

सेवाप्रदाता द्वारा निविदा प्रपत्र 02 भाग में प्रस्तुत किया जायेगा:—

(क) तकनीकी बिड

(ख) वित्तीय बिड

तकनीकी बिड निर्धारित प्रारूप पर समस्त साक्ष्यों की प्रमाणित फोटो प्रतियों सहित धरोहर धनराशि का बैंक FDR संलग्न करते हुए **एक अलग लिफाफे में** रखी जायेगी। इस लिफाफे के ऊपर निविदा संख्या, फर्म का नाम तथा कार्य/सामग्री का विवरण तथा तकनीकी बिड अनिवार्य रूप से अंकित किया जाये।

दूसरे लिफाफे में वित्तीय बिड प्रस्तुत की जायेगी तथा इस लिफाफे के ऊपर निविदा संख्या, फर्म का नाम तथा कार्य/सामग्री का विवरण तथा वित्तीय बिड अनिवार्य रूप से अंकित किया जाये।

इसके बाद तकनीकी बिड तथा वित्तीय बिड के दोनों लिफाफे **एक बड़े तीसरे लिफाफे में** रखे जायेंगे तथा इस लिफाफे के ऊपर निविदा संख्या, फर्म का नाम तथा कार्य/सामग्री का विवरण अंकित करते हुए मुहरबन्द किया जायेगा।

(घोषणा –पत्र)

मैने (श्री..... पता.....

.....) निविदा-प्रपत्र में दरों को भरने से पूर्व सभी कार्यों के सम्बन्ध में सभी दिशा निर्देश एवं शर्तों की भली-भांति अध्ययन करके अपने पूर्ण ज्ञान एवं विश्वास से किया है तथा मैं यह भी घोषणा करता हूँ कि मेरा सरदार वल्लभभाई पटेल कृषि एवं प्रौद्योगिक विश्वविद्यालय, मेरठ के साथ किसी भी प्रकार का विवाद नहीं है और न ही किसी न्यायालय में विश्वविद्यालय से सम्बन्धित कोई विवाद लम्बित है।

संलग्न किये गये सभी प्रमाण-पत्रों की सत्यापित छाया प्रतियां संलग्न कर दी है यदि मेरे द्वारा कोई तथ्य छिपाया गया हो अथवा झूठा/गलत तथ्य प्रेषित किया गया हो अथवा आवंटन उपरान्त कोई तथ्य गलत पाया जाता है तो कृषि विश्वविद्यालय किसी भी प्रकार का निर्णय लेने के लिये स्वतंत्र है। जिसे मैं पूर्ण रूप से मानने के लिये अपनी स्वीकृति प्रदान करता हूँ।

(हस्ताक्षर)

ठेकेदार का नाम एवं पूर्ण पता



Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut-250110 (U.P.)

(Technical Bid)

For providing of **SKILLED & UN-SKILLED MANPOWER**

Name of the work:

in Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut-250110 (U.P.)

SN	Item	<u>DETAILED STATUS OF THE FIRM</u>		Page No.
1.	Name of the firm			
2.	Address of the Firm			
3.	Licence No. (issued by office of Regional Labour Commissioner)			
4.	EPF Registration No.			
5.	ESI Registration No.			
6.	GST Registration No.			
7.	Proof of Annual turnover Verified by C.A. (Last Two Financial years)	2014-15		
		2015-16		
8.	ITR .(Last Two Financial years)	2014-15		
		2015-16		
9.	Experience (in years)			
10.	Customers satisfaction certificate (issued by the Deptt. where the contractor is rendering services)			
11.	EMD DD No.....Date.....Amount..... Name of the Bank.....			

उपरोक्त के सम्बंध में साक्ष्य, प्रमाण-पत्र स्वप्रमाणित अनिवार्य रूप से संलग्न किये जायें।
निविदा का परीक्षण उपरोक्त बिन्दुओं पर किया जायेगा।

Signature

Name of Firm.....

Address in Full



Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut-250110 (U.P.)

Financial Bid
(to be submitted in Part-II)

SN	Item Description	Minimum wage (per worker) per day	
		Skilled	Un-skilled
1	Minimum wage	To be paid by the contractor strictly . As per UP Govt. GO revised from time to time	
2	EPF (13.15%)	As Above	
3	ESI (4.75%)	As Above	
4	GST (18.00% or as per Govt. Order & if applicable)	As Above	
5	Service Charge (Max. 10% of the min. wages)		
	Total (In figure)		
	Total (In Word)		

The minimum wages for skilled & Unskilled labour will be as order issued by Labour commissioner, Uttar Pradesh as amended from time to time.

The rates should be quoted in Indian rupees. Price to be quoted both in figures and in words. In case of discrepancy in the two, price quoted in words will be taken as valid.

Signature

Name of Firm.....

Address in Full

AGREEMENT FOR MANPOWER

This AGREEMENT made on this _____ day of _____

_____ 2017 between the
Comptroller , Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut-250110
(U.P.)of the ONE PART.

And

M/s _____ at _____
_____ (hereinafter referred to as Contractor) of the OTHER
PART.

WHEREAS the SVPUA&T, Meerut is desirous of giving a contract for providing Skilled & Unskilled workers/manpower at constituent units of SVPUA&T, Meerut (hereinafter referred to as Colleges, Departments, Hostels, Administration Offices, Hospital, Pool etc.) and whereas the Contractor has offered to provide Contractor’s workers on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereof 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 Registrar, Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut has agreed to award the contract of providing Skilled, Un-Skilled manpower in Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut

And WHEREAS the contractor has agreed to furnish to the Human Resource Development Group a Security deposit of Rs.....
by way of Bank Guarantee.

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 expressly 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 a relationship of employer and employee between the said persons and the SVPUA&T, Meerut shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Contractor's Worker, the contractor shall formulate the mechanism and duty assignment in consultation with Registrar, SVPUA&T, Meerut or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise the Registrar, SVPUA&T, Meerut for further streamlining the system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Registrar, SVPUA&T, Meerut or the officer designated by the Registrar, SVPUA&T, Meerut in this respect from time to time.
3. That the Registrar, SVPUA&T, Meerut or any other person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case of the persons so deployed by the contractor do not come up to the mark or do not perform his/her duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Registrar, SVPUA&T, Meerut. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Registrar, SVPUA&T, Meerut in case of any of the aforesaid acts on the part of the said person.
5. The number of Skilled& Unskilled manpower will be purely need based. Therefore, the Number of Contractor's worker may increase or decrease as per requirement. Registrar, SVPUA&T, Meerut will be under no obligation to engage any specific number of contractor's worker during the period of contract.

B.CONTRACTOR'S OBLIGATIONS:

1. That the contractor shall provide Skilled & Unskilled worker in SVPUA&T, Meerut as mentioned at **Annexure-A**
2. That the contractor shall submit detail of the names, parentage, residential address, etc. of the persons deployed by him in the premises of the SVPUA&T, Meerut for the purpose of proper identification of the employees of contractor deployed at various points/sections/divisions along with police verification.
3. That the performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
4. That the contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the SVPUA&T, Meerut 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 provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these, the SVPUA&T, Meerut shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
5. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at SVPUA&T, Meerut in their respective names before submitting the bill for the subsequent month.
6. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.
7. That the contractor shall provide EPF UAN No. (Universal Account Number) and ESI card to each and every employee deployed by him SVPUA&T within the period of one month of the contract and also submit the photocopy of the same to the Registrar.
8. That the contractor shall be required to maintain **permanent attendance register & muster roll** at the SVPUA&T, Meerut premises which shall be open for inspection and checking by the authorized officers of SVPUA&T, Meerut and also submit the daily attendance to the Registrar Office.

9. That the contractor shall make the payment of wages, including ESI,EPF etc of a month to persons so deployed in respective account/Bank account and ensure verification thereof in the presence of representative of Registrar, SVPUA&T, Meerut by 7th of the next month and raise the bills by 15th of the every month and shall furnish copies of wage register/muster roll, ESI,EPF etc.
10. The contractor shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct or acts of his employees so deployed.
11. The contractor shall in all dealings with the persons in his 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 provisions of the Labour Laws including the provisions of Contractor Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Registrar, SVPUA&T, Meerut a sum as may be claimed by SVPUA&T, Meerut.
12. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of shops and Establishment Act. The contractor shall in all dealings with the persons in his 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
13. That the service tax, Service Charge, ESI & EPF should be charged or claimed by the contractor in its bill should be on minimum wages paid to the labour.If Contractor not submit EPF and ESI with in time he shall not claim any penalty fromSVP University imposed by EPF and ESI department because of delay.

C. SVPUA&T, Meerut:

1. That in consideration of the service rendered by the contractor, he shall be paid minimum wages, EPF, ESI, Service charges bonus & Service Tax each month. Payment shall be made by the 28th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by Registrar, SVPUA&T, Meerut in this regard.
2. That payment of account of enhancement/escalation charges on account of revision in wages or statutory payments by the appropriate Govt. (Govt. of Uttar pradesh) from time to time shall be payable by the SVPUA&T, Meerut to the contractor.
3. That Comptroller , SVPUA&T, Meerut shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

4. The security deposit will be refunded, to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

D. INDEMNIFICATION

1. That the contractor shall keep the SVPUA&T, Meerut indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the contractor to contest the same. In case SVPUA&T, Meerut is made party and is supposed to contest the case, SVPUA&T, Meerut will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to SVPUA&T, Meerut on demand. Further, the contractor shall ensure that no financial or any other liability comes on SVPUA&T, Meerut in this respect of any nature whatsoever and shall keep SVPUA&T, Meerut indemnified in this respect.
2. The contractor shall further keep the SVPUA&T, Meerut indemnified against any loss to the SVPUA&T, Meerut property and assets. The SVPUA&T, Meerut shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E. 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 security deposit will be forfeited and further work may be got done from another agency at the risk and cost of the Contractor.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Registrar SVPUA&T, Meerut, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money 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 SVPUA&T, Meerut on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

F. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. and shall remain in force for a period of One Year which may be extended for further six month (Mix. One year) subject to the satisfactory performance and in case fresh tender for manpower

- contract is not finalized.
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 SVPUA&T, Meerut on account of following
 - i) Committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Registrar SVPUA&T, Meerut.
 - c) The contractor being declared insolvent by Competent Court of Law.
 3. 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.
 4. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for SVPUA&T, Meerut.
 5. That this agreement may be terminated at any stage, in any circumstances by the Hon'ble Vice-Chancellor, SVPUA&T, Meerut without giving any prior notice or reason to the contractor. All rights are reserved in Hon'ble Vice-Chancellor, SVPUA&T, Meerut.

G. 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 to Vice-Chancellor SVPUA&T, Meerut or his nominee.
2. The award of the arbitrator appointed by Vice-Chancellor SVPUA&T, Meerut shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Vice-Chancellor SVPUA&T, Meerut shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Vice-Chancellor SVPUA&T, Meerut shall mean and include an acting/officiating Vice-Chancellor.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.

5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
6. In any case of dispute the place of jurisdiction should be and will always be MEERUT(U.P.)

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

For and on behalf of Comptroller
Sardar Vallabhbhai Patel University of
Agriculture & Technology Meerut-250110

For and on behalf of the contractor _____

WITNES

S 1.

2.



Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut-250110 (U.P.)

Mandate form for e-Payment

1	Name of The firm, Company /Institute / Person	
2	Address	
3	City & Pin code	
4	E-mail ID	
5	Contact No.	
6	PAN No.	
7	Name of Bank	
8	Branch Address	
9	Branch City & Pin code	
10	IFS Code (11 Digit)	
11	Account No.	

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Comptroller, S.V.P. University of Agriculture & Technology, Meerut responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place:

Date:

Signature of the Firm/Company/Institute/Person

संलग्नक—A

Sardar Vallabhbhai Patel University of Agriculture & Technology Meerut

S.No.	Department/office
Ag. College	
1	Dean Office(Ag.)
2	Soil Science
3	Genetics & Plant Breeding
4	Horticulture
5	Entomology
6	Plant Pathology
7	Agric. Economics & Mgmt
8	Agric. Extension
9	Basic Science
10	Agric. Engg. & FooTech.
11	Agronomy
12	Agriculture Biotechnology
Bio Tech. College	
13	Dean Office
14	Bio. Chemistry & Phy.
15	Cell Bio.
16	Commercial. Bio.
17	Finger .Printinting
18	Immu.Def.
19	Mol.Bio.GE
20	Path.Micr.Bio
21	Recom.Tech.
Other Offices	
22	V.C. Office
23	V.C.Camp Office
24	Pool
25	Registrar Office
26	Comptroller Office
27	University hospital
28	Dean P.G.S.

29	Nodal Office Const.
30	Nodal Office legal
31	Asst. Director(Jal)
32	Electrical
33	Telephone
34	Asst. Security Officer
35	I.T. Cell
36	Directorate of Research
37	Directorate of Extension
38	Vet. College
39	Personnel Section
40	Mushroom Lab
41	PIO
42	Food Processing Unit
43	D.S.W. Office
44	Gim
45	Music center
46	Stadium
47	Computer Lab(Biotech)
48	Center of excellence(Biotech)
49	Library
50	Hostel
51	PRTC
52	All Hostel
53	Farmer Training Hostel/Guest House
54	Bio Control Lab
55	Farmer Technical Information Center