



HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA

16 MILE, SHIMLA-MANDI NATIONAL HIGHWAY, GHANDAL

DISTRICT SHIMLA, HIMACHAL PRADESH-171014

Ph. 0177-2779802, 0177-2779803, Fax: 0177-2779802

Website:<http://hpnlu.ac.in>

Tender Document for “Providing Manpower services on Outsourced Basis for HPNLU, Distt-Shimla

Notice Inviting Tender (NIT) No & date	<i>Tender No.HPNLU/Accounts/2024-25/Tender/03</i>
Place of Supply.	Himachal Pradesh National Law University, Shimla
Bid Submission Start date	09.01.2025
Last Date & Time of Submission of Bids	23.01.2025 , (17.00.Hrs.)
Date of Opening of Technical Bids	28.01.2025 ,15.30.00
Tender Fee	Rs.1500/-(non-refundable)
EMD	Rs.60,000/-(refundable)
Performance Bank Guarantee	10% of the total contract value to be submitted within 15 days from the date of signing of the agreement.
Contact information	Registrar, Himachal Pradesh National Law University, 16 mile, Shimla-Mandi National Highway, . District Shimla, Himachal Pradesh-171014 Ph. 0177-2779802, 0177-2779803 , fax: 0177-2779802 Email : registrar@nlu.ac.in
Proposed date to commence the Operations	10 st Feburary2025(tentative)

Online bids are invited under a two-bid system from reputed and experienced agencies on behalf of the Registrar, Himachal Pradesh National Law University, Shimla, for providing **Manpower services at HPNLU, Shimla** as per the following schedule.

Tender documents can be downloaded from the electronic tender portal (<https://hptenders.gov.in>) and the link for the same is available at HPNLU Tender web page www.hpnlu.ac.in. Interested bidders must register themselves at the e-Tender Portal before submission of their bid and are advised to go through the instructions provided at “Instructions to Bidders for e-tendering.”

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

1. Minimum Qualifications Required for bidding

The bidder/Company/Firm/Agency having following minimum qualification are eligible to apply:



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- a) The Bidder shall be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered, who possess the required certificates.
- b) The Fee of Tender of Rs 1500/- shall be deposited in the shape of a Demand draft in favour of "The Registrar, Himachal Pradesh National Law University, payable at Shimla"
- c) The bidder shall have to furnish Rs 60,000/- as earnest money deposit (EMD) which should be submitted in the form of bank draft/FDR in the name of Registrar, Himachal Pradesh National Law University. However, the exemption in depositing EMD is applicable for MSME-registered firms. The earnest money of the unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD. The EMD of the successful tenderer shall be returned after he furnishes the requisite Performance Security.
- d) The agency having office or operations in Himachal Pradesh may be preferred.
- e) Average of the annual turnover over the last 3 financial years should be at least of Rs. 30 Lacs. Audited Balance Sheets of preceding three years with Income and Expenditure statement and Profit and Loss Account & Audit report of last three years. Copy of annual turnover certificate verified by the Chartered Accountant must be attached.
- f) Executed at least one (01) contracts successfully in the last 5 years in providing Manpower services to Government Universities/ Public Sector Companies/ Government Departments/ Central Government funded agencies or Autonomous Bodies.
- g) Registered with the appropriate registration authorities such as: ESIC, EPF, Income Tax and GST, Registration certificate under contract labor (R&A) Act 1970; and any other registration/ license, which are Mandatory for such agencies stipulated by concerned authorities from time to time.
- h) Certificate (Affidavit) to be signed by MD / CEO of the company/Firm etc. that they haven't been debarred or blacklisted for any services, supplies or products dealing in by any organizations and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them.
- i) Copy of License under Labour (Regulations & abolition) Act, 1970.

The University reserves the right to withdraw/relax the above-mentioned eligibility criteria and in such a Situation bidder will be given sufficient time to take the changes into account. However, no relaxation will be given as far as statutory requirements are concerned.

2. Instructions to Bidders

- a) Bidder should take in to account notifications, corrigendum published, if any on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from the sea may lead to rejection of the bid.
- b) The bid shall be valid and open for acceptance of the competent authority for a period of 60 days from the date of opening of the bidders and no request for any variation in quoted rates and/withdrawal of tender on any ground by bidder shall be entertained.



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- c) The Bidder shall give a declaration that he/she will comply with all conditions in the tender documents. For this purpose, the tender documents shall be completed in all respects and duly signed, numbered and stamped on each page by the Bidder.
- d) The two-bid system will be followed for this tender. In this system, online offer should be submitted under TWO-BID System in two separate e-packets i.e. “Technical eBid” and “Commercial eBid”. Envelope I: should contain technical e-bid consisting of
 - a. Tender Fee /EMD fee.
 - b. Documents in support of minimum qualification required for bidding
 - c. Details of works of similar class completed as on the last date of submission
 - d. Any other document required in support of bid.
 - e. Envelope2: should contain Commercial e-Bid consisting of BoQ in.xls (excel format).
- e) After evaluation, the work shall be awarded normally to the bidder fulfilling all the conditions and who has got the highest composite score. In case, two or more agencies are found to have quoted the same score, the Registrar, HPNLU, Shimla shall decide about the agency, to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. Such decision by Competent Authority shall be final.
- f) The awardee shall pay the minimum wages as per order of Office of Chief Labour Commissioner, Government of Himachal Pradesh, in force for zone and area wise as amended from time to time in addition to applicable EPF contribution.
- g) HPNLU, Shimla reserves the right to accept or reject any or all bids without assigning any reasons. HPNLU, Shimla also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss what so ever it may cause to the bidder in the process.

3. The manpower have to be provided as detailed below;

Sl. No.	Category	No.of personnel required (approximate)	Period	Wages
1.	Female Security Guards	07	One Year	As per HP Govt rate /
2	Mali	02		
2.	Sweeper (Six Male and Five Female)	11		
3.	Electrician	01		
4.	Plumber	01		
5.	Carpenter	01		
Total		23		

Note: Number of manpower is subject to variation as per the discretion of the University. Number of manpower may be increased or decreased based on the requirement of the University

4. General terms and conditions:



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1. **Duration:** The contract will be initially for a period of one year, which may be renewed annually for subject to satisfactory performance at the discretion of the University.
2. **Wages:** The Contractor shall have to comply with minimum wages (i.e. for Unskilled/Semi-Skilled/Skilled/ Highly skilled) stipulated by Office of Chief Labor Commissioner, Government of Himachal Pradesh in force for Zone and Area wise and other statutory dues including EPF contribution/ESI and VDA applicable as per rules/notifications/order etc., from time to time.
3. **Agreement:** The work should be taken up within a maximum of 07 (Seven) days from the date of issue of work order or as specified by the University. The successful bidder shall execute an Agreement with HPNLU, SHIMLA on a Non-Judicial Stamp Paper of appropriate value before the commencement of work.
4. **Refund of EMD to the unsuccessful bidder:** EMD will only be refunded to the unsuccessful bidders within 60 days after finalization of Tender.
5. **Security Deposit:** The successful bidder shall, within 15 days from the date of issue of Work Order, deposit with HPNLU, SHIMLA. A sum equal to 10 % of the annual contract value of the accepted tender in the form of a Demand Draft/Bank Guarantee failing which University at its discretion may cancel the Work order and forfeit the earnest money deposit furnished along with the tender. The security deposit amount of 10% of the annual contract value so deposited will be refunded/released after three months 90 (Ninety) days from the date of completion of all contractual obligations of the contractor duly certified by an officer designated for the purpose. In case of extension of the contract, Bank Guarantee may be suitably extended up to 60 (sixty) days from the date of completion of all contractual obligations of the contract or duly certified by an officer designated for the purpose. In addition to that in case of increase in annual contract value security deposit has to be deposited on proportionate basis.
6. **Termination without compensation:** In the event of violation of any terms and conditions of the Tender documents or the agreement, it would be construed as a breach of contract and University will be entitled to terminate the contract without notice and no compensation in lieu thereof and the security deposit made by the contractor towards successful implementation of the contract may be forfeited.
7. All Matters, Questions, and disputes whatsoever arising between the parties shall be subject to jurisdiction of appropriate Court at District Shimla.
8. The Awardee should ensure that wages are paid before 10th of every month and should submit a report (Personnel Wise) on the amount of wages paid along with bank Transaction Receipts of EPF, VDA and wages etc. deposited of previous month (Personnel wise) by 7th of every month to the University.



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9. The Awardee will have to pay wages before 10th of each month from his own account and the HPNLU will make payment to him when the report of disbursement of wages to personnel is received by the University from Awardee.
10. Payment to the Awardee will be made by /NEFT/RTGS only on presentation of the bill/ bank Transaction Receipts of EPF, VDA and wages etc. deposited of previous month. The Income tax, GST and other taxes, if any, shall be Deducted at Source as per the rates notified by the respective authorities.
11. The Awardee shall indemnify and keep HPNLU indemnified against all act of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
12. All damages caused by the personnel to the property of the University shall be recovered from the Awardee.
13. There is no Master and Servant relationship between the personnel of the Awardee and HPNLU and further that the said personnel of the Awardee shall not claim any absorption in HPNLU.
14. The Personnel engaged by the Awardee shall not claim any benefit/compensation/absorption/regularization of services from HPNLU under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970 on under any law. Undertakings from the Personnel engaged by the Awardee to this effect shall be submitted by the Awardee to HPNLU.
15. The Personnel engaged by the Awardee shall not divulge or disclose to any person, any details of office m, operational process, technical know-how, security arrangements and administrative/ organizations matters as all are of confidential/secret nature.
16. The personnel engaged by the Awardee should be polite, cordial, positive and efficient, while handling the assigned work. The Awardee shall be responsible for any act of indiscipline on the part of personnel the personnel engaged by the Awardee should be polite, cordial, positive and efficient, while handling the assigned work. The Awardee shall be responsible for any act of indiscipline on the part of personnel deployed by him. The Awardee shall be bound to prohibit and prevent any of their personnel from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the Competent Authority upon any matter arising under the clause shall be final and binding on the Awardee.
17. That the personnel engaged shall not be below the age of 18 years and they shall not interfere with the duties of the employees of HPNLU.
18. The Awardee shall not assign, transfer, pledge or sub-contract the performance of such services



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without the prior written consent of HPNLU.

19. The transportation, food, medical and other statutory requirement under the various Acts / Government Regulations in respect of each person engaged by the Awardee will be the sole responsibility of the Awardee.
20. The Awardee shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan smoking, loitering either individually or in groups.
21. The character of antecedents of each person engaged by the Awardee will be got verified by the Awardee before their deployment and a certification to this effect will be submitted to HPNLU.
22. The Competent Authority of the institute may at its discretion at any point of time during the validity of the contract, require the Awardee to dismiss or remove from the site of work, any person or persons, as employed by the Awardee, who may be incompetent or for his/her/their misconduct and the Awardee shall forthwith comply with such requirements immediately.
23. The agency having office in Shimla will be preferred.
24. The Awardee shall provide extra person(s) if desired by the office, during the period of this agreement at the selected L-1 rates.
25. The agency should not have been blacklisted by any Government/Semi Government department or any other organization. An affidavit in original (on Non-Judicial Stamp Paper duly notarized) to this effect shall be uploaded in the Technical Bid.
26. The personnel/staff of awardee deputed as manpower at HPNLU shall work under the monitoring of and comply with directions/orders given by the authorized employee of the University. In case of any deficiency in service the supervisor of the awardee shall be accountable to ensure the compliance.
27. The Awardee shall depute one supervisor for overseeing of the performance of contract services to be provided at the University. The Supervisor of the awardee shall be responsible for ensuring the proper supply/performance of services.

**Sd/-
Registrar
HPNLU, Shimla**



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Annexure-I

(Documents related to Eligibility Criteria)

PROFORMA FOR TECHNICAL BID

(In separate sealed cover-I super scribed as “Technical Bid”)

S. No	Description							Page No
1.	Name & Address of the Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number of contact office in Tamil Nadu and Pondicherry or any other nearby city/Town.							
2.	Date of establishment of the agency (Proof to be enclosed)							
3.	Experience in the work of providing Manpower Services with Govt. Department. Particulars of experience This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 5 years along with a certificate from the organization where the job was carried out (In following format). (Attach relevant work orders certificates, testimonials).							
	Sl. No	Name of the Organization on with complete address & telephone no, to whom services provided	From	To	Details of work done/ Experience	Total contract Amount (in Rs.)	Reason for Termination	
4.	Labour Registration Certificate of the agency/Firm from the appropriate authority (copy to be enclosed)							
5.	Goods and Service Tax Registration Number (GST) (copy to be enclosed)							
6.	EPF Registration Number (copy to be enclosed)							
7.	ESI Registration Number (copy to be enclosed)							
8.	Annual Turnover (Rs. In Lakh)							



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	2021 – 22 2022 – 23 2023 – 24 Audited financial statements or financial statement showing turnover duly signed by a chartered Accountant are to be enclosed.		
9.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.		
10.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate to be attached in this regard.)		
11.	Details of the DD of Rs. Towards Tender fee and bid security (EMD). DD No. Date: Drawn on: (OR) NSIC/MSME/SSI Registration No. (copy to be enclosed)		

Declaration by the Tenderer:

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

Encl.:

1. Terms & Conditions (each page must be signed and sealed)
2. Technical Bid
3. Commercial Bid.

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name: Address

Phone No (O):

Fax No. (O):

E-mail:



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Annexure-II

COMMERCIAL BID

The rates quoted in the tender will be valid for a period of one year from the date of accepting the rates. However, the minimum wages as revised by the Ministry of Labour & Employment, Govt. of Himachal Pradesh from time to time would be payable. The agency shall have to supply manpower depending upon the requirements of the University from time to time.

SALARY STRUCTURE: will be as per the manpower deployed and according to the minimum wages act on monthly basis.

STATUTORY PAYMENTS: (ESI, EPF, GST etc.): As per GOI norms

Description	Rate of Services/ Agency Charges in Percentage (%) (upto two decimal point) to be charged on total remuneration excluding ESI, EPF and taxes as applicable from time to time as per GOI norms
Providing manpower of various categories based on the requirement of tender documents on the monthly Basis	

*Service Charges: In Words _____ in Percentage _____

***Financial bids quoting "Nil" consideration or Zero percent or its derivatives upto 0.9999 percent and thereof as service charge shall be rejected summarily.**

(If two or more agencies quote the same rate / fee then decision of the competent authority will be final for selection of L-1 vendor based on higher eligibility criteria i.e Annual Turnover, Year of Experience, etc.,)

The agency should produce evidence of payment for GST, ESI/EPF etc., as applicable for claiming reimbursement.

Note: The agency shall have to supply manpower services depending upon the requirement of the University from time to time

Signature of the Tenderer

Name & Address of the Tenderer with official Stamp

Date

Place