NIT No: HNBGU/SP/ET/2026/27 **Date:** 21.08.2026

BID DOCUMENT

(GeM Portal)

Supply of Manpower at HNBGU, Srinagar (Garhwal)

Hemvati Nandan Bahuguna
Garhwal University, Srinagar,
Uttarakhand, India

Email: registrar.hnbgu@gmail.com

Website: www.hnbgu.ac.in

CONTENTS OF TENDER DOCUMENT

Supply of Manpower in HNBGU, Srinagar (Garhwal)

SECTION I

(NOTICE INVITING E-TENDER)

1. On behalf of Hemvati Nandan Bahuguna Garhwal University, Srinagar, Uttarakhand, India (hereinafter called University), online tender is invited from eligible, experienced, financially sound and duly registered Manpower Service Providers, for supply of manpower to the University on outsourcing basis initially for a period of Two years which can be extended as per GoI/GeM guidelines depending upon the performance of the contractor to be reviewed and assessed by the University.

NIT No.	HNBGU/SP/ET/2026/……
Name of Work	Supply of Manpower at HNBGU, Srinagar
Earnest Money	Rs. 18 Lakhs (Eighteen Lakhs Only)
Performance Security	Rs. 30 Lakhs (Thirty Lakhs Only)
Important Dates:	
Date of Issue/Publication of E-Tender Notice on GeM portal	Refer Tender Document published on GeM Portal
Pre-bid meeting	Refer Tender Document published on GeM Portal
Bid Submission End date	Refer Tender Document published on GeM Portal
Bid Opening Date	Refer Tender Document published on GeM Portal
Address For Communication (Tender Inviting Authority)	The Registrar, Hemvati Nandan Bahuguna Garhwal University, Srinagar, Uttarakhand, India.
Contract Duration	Initially for Two years (Extendable as per GoI/ GeM guidelines depending upon the performance of the contractor to be reviewed and assessed by the University)

2. Tender Documents may be downloaded from GEM Portal website at www.gem.gov.in or the University website www.hnbgu.ac.in

3. The bidders are required to submit the bid online by scanning and uploading all the relevant documents through www.gem.gov.in

4. Bidders are advised to go through instructions provided at "Instructions for online Bid Submission". They are requested to follow the instructions carefully as per the tender document and the instructions given on the aforesaid website. The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids. Tender will be submitted online on the GeM portal on www.gem.gov.in before the last date of submission of bid as specified in the critical date sheet.

5. The University shall not be responsible for any delay in submission of online Bids. The University reserves the right to accept or reject any bid or cancel the tender as per GoI/ GeM/ Tender guidelines. University decision in this regard shall be treated as final. No correspondence in this regard will be entertained. Further, the Earnest Money shall be

forfeited, if it is found at any stage that information/particulars submitted by the bidder are false.

6. The Earnest Money Deposit (EMD) of Rs. 18 Lakhs (Eighteen Lakhs) shall be submitted offline in the form of Demand draft drawn on Nationalized/ Scheduled bank in India in favour of "The Registrar, HNBGU" payable at Srinagar (Garhwal) and be sent to The Registrar, Admin block, Hemvati Nandan Bahuguna Garhwal University, Srinagar (Garhwal), Uttarakhand- 246174 within 7 days of the Bid Submission End Date failing which the bid will be rejected and scanned copy of Demand Draft in PDF format to be uploaded online along with the Technical bid. EMD of unsuccessful bidders will be returned as per GeM guidelines. No interest would be paid by University on deposited EMD.

7. The successful bidder will be issued a Letter of Intent with the instruction to submit Performance Security in the form of Demand Draft of Rs. 30 Lakhs (Thirty Lakhs) in favour of 'THE REGISTRAR, H.N.B. GARHWAL UNIVERSITY, SRINAGAR'.
In case the job contract, based on the performance of the manpower provided or any other reasons, is extended/reviewed on the initial terms and conditions, the Performance Guarantee submitted to the University will be renewed accordingly of extended contract period.

8. The Service Provider will be liable to forfeiture of the Performance Guarantee in case the University deems its performance as unsatisfactory or on account of violation of any terms or agreement of the contract.

9. The Performance Guarantee will be returned within the timeline mandated by GoI/GeM after the successful completion of the contract and settlement of all the dues, if any.

10. Conditional bids shall not be considered and will be rejected summarily.

11. Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Tender Evaluation Committee constituted by the University for the purpose. No bidder will be allowed to withdraw its bid after the opening of the technical bid. If any bidder intends to withdraw after the opening of technical bids, its EMD will be forfeited.

12. The University reserves the right to reject any or all the bids submitted by the bidders at any time or amend any of the terms and conditions contained in the Tender Documents as per extant guidelines of GoI/ GeM.

13. Any subsequent Updates, Addendums, Corrigendum, Amendments, Revisions, Extension of bid dates (if any) with regard to this Bid will be published only on the website www.gem.gov.in and www.hnbgu.ac.in. All bidders are required to regularly check the websites for any update(s).

Registrar

SECTION II

INSTRUCTION FOR ONLINE BID SUBMISSION

The tender document has been published on the GeM Portal (www.gem.gov.in) and HNBGU website (www.hnbgu.ac.in). The bidders are required to submit soft copies of their bids electronically on the GeM Portal. Instructions given below are meant only to assist the bidders in registering on the GeM Portal, preparing their bids in accordance with the requirements and submitting their bids online on the GeM Portal. More information for submission of online bids on the GeM Portal may be obtained at www.gem.gov.in.

1. Registration

1.1 Bidders are required to enrol on the GeM Portal www.gem.gov.in.

1.2 On registration with the Portal, they will be provided with a user ID and password by the system through which they can submit their bids online.

1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process.

1. Preparation of Bids

2.1 Bidder should take into account any corrigendum published, if any, in respect of the tender document before submitting their bids.

2.2 Bidder, in advance, should prepare their bids as per extant guidelines of GeM.

3. Submission of Bids

3.1 Bidder should log on to the site well in advance for bid submission so that bidder can upload the bid in time, i.e., on or before the bid submission date and server time.

3.2 Bidder has to digitally upload the required bid documents as per the requirements of the tender document.

3.3 Bidders are requested to note that they should necessarily submit their technical & financial bids in the format provided, and no other format is acceptable. Once the details have been completed, the bidder should submit it online. If the format of technical & financial bid is found to be modified by the bidder, the bid will be rejected.

3.4 The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referring the deadlines for submission time as the standard time during bid submission.

3.5 Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number, date & time of submission of the bid with all other relevant details.

3.6 Kindly submit scanned PDF of all relevant documents.

4. Assistance to Bidders

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority (TIA) or the relevant contact person indicated in the tender.

5. General Instructions to the Bidders

5.1 The tenders will be received online through the portal www.gem.gov.in in the Technical Bids; the bidders are required to upload all the documents in PDF format only.

5.2 Bidders are advised to follow the instructions provided in the Instructions to the Bidder for submission of the bids online through the GeM Portal at www.gem.gov.in.

5.3 Bidder who has downloaded the tender from the GeM Portal website www.gem.gov.in and www.hnbgu.ac.in **shall not tamper/modify the tender form in any manner**. If the same is found to be tampered/modified in any manner, the tender will be rejected, and the Earnest Money Deposit (EMD) will be forfeited.

SECTION III

Instructions to Bidders

1. Scope of Work

The scope of work is provided in **Section V** of this document.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the University will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

3. Earnest Money Deposit (E.M.D.)

The Earnest money Deposit (EMD) of Rs. 18 Lakhs (Eighteen Lakhs) shall be payable in the form of Demand draft drawn on Scheduled bank in India in favour of "The Registrar, HNBGU" payable at Srinagar (Garhwal) and has to be submitted offline to the office of the Registrar, Admin block, Hemvati Nandan Bahuguna Garhwal University, Srinagar (Garhwal), Uttarakhand- 246174. (Scanned copy of DD in .pdf format to be uploaded online along with the Technical bid) within 7 days of the Bid Submission End Date, failing which the bid will be rejected. Earnest Money will be refunded to unsuccessful bidders within the stipulated timeline as per GoI/GeM guidelines.

The University shall abide by all extant rules of GoI/ GeM regarding EMD exemption.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the University may, for any reason, whether at its own initiative or in response to a clarification requested for by a prospective bidder, modify the bidding documents by amendment.

5.2 The University, as per its requirement, may extend the deadline for submission of bids.

6. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be in English language only.

7. Documents Comprising the Two Parts in Bids

7.1 Technical bid and Price (Financial) Bid:

The bids are to be uploaded in two parts i.e. Technical bid and Price (Financial) Bids.

(a) Technical bid shall be submitted through the GeM Portal. If the scanned copy of EMD is not uploaded along with the technical bid/ bid security declaration not submitted (as applicable), such bid will not be considered.

(b) Financial bid (Price bid) shall be submitted through GeM Portal.

7.2 Technical bid:

Minimum eligibility criteria required for bidding are given in Section VIII. Performa for the technical bid is given in Section X.

7.3 Price (Financial) Bid

(a) The Bidders should submit their financial bid through the GeM portal only. No hardcopies shall be acceptable.

(b) Bidders quoting less than 3.85% Service Charge (including GST) shall not be considered for further evaluation.

(c) It shall be the duty of the service provider to remit GeM Transaction charges to GeM portal.

(d) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures, the price quoted in word will be treated as final.

(e) The Service Charges once accepted by the University, shall remain valid till the successful expiry of the contract period and the work fully effected. The University shall not entertain any request to increase the rates during the contract period for any reasons except change in GST. However, any fall in GST will be transferred fully to the University.

(f) Cartel Formation and Quoting Prices in Pool - Bidders may note that Offers of such firms who resort to unethical practice of cartel formation and quote prices in a pool shall be rejected and the parties doing so shall not be considered for award of any contract in the University for the next two years.

8. Bid Currency

Service Charges to be quoted in Percentage Only.

9. Offer Validity

All the submitted offers must be valid for a period of 180 days from the date of opening of the technical bid. No request will be considered for price revision during the contract period. If necessary, University shall seek extension in the offer validity period beyond 180 days.

10. Deadline for Submission of Bids

10.1 Bids must be received ONLINE not later than the time and date specified in the Invitation for Bids.

10.2 The University may, as per its requirement, extend the deadline for submission of bids by amending the bid.

11. Late/Delayed Bids

The offers received after the due date and time will not be considered.

12. Modifications and Withdrawal of Bids

12.1 The Bidder may modify or withdraw its bid before the last date of bid submission as declared in the important dates of this tender, as per the provision of GeM Portal.

12.2 Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Tender Evaluation Committee constituted for the purpose. No bidder will be allowed to withdraw its bid after the opening of technical bid. In case of withdrawal of the bid by bidder after technical bid opening, its EMD will be forfeited.

13. Clarification of Bids

13.1 During evaluation of the bids, the University may, as per its requirement, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing.

13.2 No Bidder shall contact the University on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the University, it should be done in writing before the pre-bid by email to hnbgupurchase@gmail.com.

13.3 Any effort by a Bidder to influence the University in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

14. Support to MSEs

14.1 To avail exemptions, MSEs shall submit in the bid document the UDYAM registration certificate of relevant category (manpower supply) only as per MSMED Act, 2006.

14.2 Exemption from submission of bid security: MSEs shall be exempted from payment of Earnest Money. They shall be required only to submit bid security declaration as per **Annexure-V.** Bids without Bid security declaration will not be considered.

14.3 Relaxation of prior turnover and experience: MSEs shall be exempted for minimum turnover and experience criteria while evaluation of their technical bids. MSEs shall be allocated 16 marks for average annual turnover during last 03 financial years and 16 marks for experience of work completed during the last 03 financial years provided their average annual turnover/experience is not as per mandatory requirement.

14.4 MSEs shall not be eligible for any other exemptions/ relaxations except bid security, turnover and experience mentioned under Sr. No. 14.2 and 14.3 above.

15. Evaluation of Technical Bid

15.1 The technical bids will be opened online by tender evaluation committee at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD/ Declaration, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on the www.gem.gov.in which can be seen by all bidders who participated in the tender.

15.2 In the event of the date being declared as a closed holiday by the University, opening of bids online will be on the following working day at the appointed times.

15.3 Prior to the detailed technical evaluation, the Tender Evaluation Committee will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the eligibility criteria. If any bidder does not meet the eligibility criteria as laid down in this bid document, then that bid will be rejected. No document will be accepted in support of eligibility criteria after the last date of submission of bids.

16. Opening of Financial Bids (Price Bids)

The Financial bid (price bid) of only technically qualified bidders will be opened online by the Tender Evaluation Committee and the result will be displayed on the www.gem.gov.in which can be seen by all bidders who have participated in the tender.

17. Right to accept any bid and to reject any bid or all bids

The University reserves the right to accept or reject any/ all bid as per extant GoI/ GeM/ Tender guidelines.

18. Award of contract:

18.1 Selected bidder will be issued a contract as per GeM guidelines. Performance Guarantee as stipulated above should be submitted within **ten days** of date of issue of contract. In case the selected bidder does not respond or is unable to complete formalities, the EMD will be forfeited and bidder shall be blacklisted from participating in future tenders issued by the University for a period of two years.

18.2 EMD of the successful bidder will be released after receipt of the performance guarantee as per the timeline stipulated by GeM.

SECTION IV

Details of Manpower Requirement

1. Supply of manpower services for all Campuses of Hemvati Nandan Bahuguna Garhwal University, Srinagar Garhwal, Uttarakhand

2. The tentative required manpower will be categorized into three broad categories **viz.: unskilled, semi-skilled, and skilled** or any other position as and when required. The qualification of these categories will be as under:

S. N.	Description	Qualification	Approximate No.
1	**Unskilled***	Minimum High School from a recognised board	103
2	**Semi-Skilled***	Minimum Intermediate from a recognised board with relevant skill/training supported by its certificate.	18
3	**Skilled***	Minimum Graduate in any discipline from recognized University/Institute. Good Knowledge of Computer (MS Office, Word, Excel & Power Point) with at least six months computer training certificate from certified/registered Institutes. Typing proficiency with speed of minimum 30 wpm for English or minimum 25 wpm for Hindi.	112
Total			**233**

Note: It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him/her, fulfil the obligations undertaken by the Service Provider under this agreement. The Service Provider should ensure to maintain adequate number of manpower to meet the contractual obligation. The quality of manpower shall be up to the satisfaction of the competent authority or the committee appointed by competent authority. If at any stage during the contract, it comes to the knowledge of the University that personnel have been engaged on forged documents, a penalty of Rs 1 Lakhs per such imposter will be imposed on the Outsourcing Agency.

* The qualifications mentioned above are indicative and the same may be modified by the University mapping it to skill requirement acquired through proven work experience to be defined and decided in individual cases.

SECTION V

Scope of Work

1. The selected Service Provider shall not, without University's prior written consent, disclose the Contract or any provision thereof or any specification, plan, sample of information furnished by or on behalf of University in connection therewith to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2. As the University is covered under the scope of the RTI Act, it is expected that the Service Provider shall keep all the records properly indexed and maintained in a specific manner so that copies can be extracted as and when required.

3. The contract will initially be for a period of Two years may further be extended as per GoI/ GeM guidelines, depending upon the performance of the contractor to be reviewed and assessed by the University.

4. Violation of any of the terms and conditions by the Service Provider will lead to termination of the job contract, forfeiture of the Performance Guarantee and blacklisting for future jobs.

5. It will be the responsibility of the Service Provider to ensure the sensitisation and compliance of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and University Grants Commission (Prevention, Prohibition and Redressal of Sexual Harassment of Women Employees and Students in Higher Educational Institutions) Regulations, 2015 and any other relevant rules and regulations issued time to time by GoI among the outsourced personnel.

6. The service provider is required to submit updated list of employees deployed by them to the University every month in the following format (in soft copy (.xls format):

S.N.	Name of the person	Aadhaar No.	Designation (Skilled, Unskilled, Semi-skilled)	Mob. No.	Place of deployment	Wages	EPF	ESIC

7. The Service Provider must ensure that the data/information collected from the University should be confidential and will not be shared to any other person without the consent of the University.

8. All services shall be performed by the persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category. It is clarified that as per need and upon receipt of the requirement from the University, the Service Provider will be liable to provide pool of manpower within 7 (seven) working days.

9. The Service Provider shall withdraw/replace within 24 hours such employees who are not found suitable by the University or does not perform her/ his duties properly, if such request is made. In case of failure on the part of vendor to provide a suitable replacement within the prescribed time limit, a penalty as tabulated in Section VI, Sr. No. 3.2 shall be imposed and recovered from the amount payable to the vendor.

10. In case any of the person so deployed by the Service Provider does not come upto the mark in terms of general discipline or indulges in any unlawful activity including agitation, strike or disorderly conduct, the Service Provider on the directions of University, shall immediately withdraw such person(s) from the premises of the University and provide suitable replacement/s. University shall have the right to ask for discontinuation of the services of the disobedient personnel at any point of time and without assigning any reason.

11. The personnel of the service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature inside or outside the University. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. In case of violation, it will be the responsibility of the Service Provider to remove the violator immediately from the university campus permanently and provide a suitable replacement.

12. Before deputing the manpower, other than the one working with the University the Service Provider shall have to obtain proper clearance from the University in terms of their suitability.

13. The Service Provider may appoint, substitute, suspend, transfer or terminate (as per government norms) the services of his employees/workman to fulfill his obligations under this agreement but with prior approval of the University. Rotation of manpower from one place to another shall not be done by the Service Provider without prior consent/approval of the nominated officer of the University. The Service Provider shall not in any capacity employ any person of bad character or any person whose antecedents are not acceptable to the University.

14. No unethical practice/bribe will be undertaken by the Service Provider in any form of Cash/kind from any person in the name of registration/recruitment/training other than reasonable charges. If the Outsourcing Agency, in the judgment of the university has engaged in corrupt or fraudulent practices in competing for or in executing the contract, or any complaint regarding this, it will invite penalty as tabulated in Section VI, Sr. No. 3.2 as well as legal action and action for blacklisting the Service Provider. The persons provided by the Service Provider should not have any adverse police records/criminal cases pending against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of all workers to be deployed at the University by the Service Provider will be verified from the local Police Station by the Service Provider at its own cost and submit the report thereof to the University. The Service Provider should also ensure that the personnel deployed are medically fit and Certificates of their medical fitness is to be provided when called for.

15. The Service Provider shall engage such number of required manpower as required from time to time. The said manpower engaged by the Service Provider shall be the employees of the Service Provider and it shall be Service Provider's responsibility to pay wages and other dues as applicable every month. They shall not be employee of the University and have no claim whatsoever against the University. They have no master & servant relationship with the University and the said persons of the Service Provider shall not have any claim for absorption in HNBGU, Srinagar (Garhwal).

16. The tentative required manpower will be broadly categorized in three category viz.: unskilled, semi-skilled, and skilled as and when required and their qualification has already been stated in Section IV.

17. Working hours of the deployed staff will be as per University working hours and as per requirements at the workplace.

18. Similarly, the Service Provider must follow the University's wage rates for manpower as per their skill. If the service provider does not follow the above, the contract will be liable to be rejected.

19. Not more than 10% of total manpower provided by the Service Provider will be on leave on any single day.

20. The Service Provider shall be responsible for timely compliance of the obligations under various laws and Acts, namely EPF Act, ESIC Act, Gratuity Act, Workman Compensation Act, labour laws etc. or under any other statutory requirements as applicable in the Central Government/Uttarakhand state and amended from time to time in respect of the manpower deployed (as mentioned in GeM SLA) and also to present the documents as and when required or asked for by the University.

21. The service provider will get the employees insured under **Pradhan Mantri Suraksha Bima Yojana or any other group insurance scheme.** The premium for this will be paid by the Service Provider and will not be reimbursed by HNBGU. The list of all such employees along with supporting documents certifying that the requisite insurance cover has been made, will be submitted to the nominated Officer while raising salary for the first month of the contract and thereafter on required basis for replaced employees during the contract period. Before the expiry of one year period of the contract, the Service Provider will get the employees insured for the second year of the contract also and supporting documents will be submitted to the nominated officer while raising salary bill for the extended period. The employees will be insured for extended period of contract in the similar manner. Non-compliance with this clause will entail a penalty as tabulated in Section VI, Sr. No. 3.2.

22. The service provider will get the employees registered under **Pradhan Mantri Jan ArogyaYojana (PMJAY)** popularly known as Ayushman Bharat Yojana Scheme. If any premium required for this, it will be paid by the Service Provider and will not be reimbursed by HNBGU. The list of all such employees along with supporting documents certifying that the requisite health cover has been made, will be submitted to the nominated Officer while raising salary for the first month of the contract and thereafter on required basis for replaced employees during the contract period. Before the expiry of one year period of the contract, the Service Provider will get the employees again registered under PMJAY for the second year of the contract and supporting documents will be submitted to the nominated officer while raising salary bill for the extended period. The employees will be registered for extended period of contract also in the similar manner. Non compliance of this clause will entail a penalty as tabulated in Section VI, Sr. No. 3.2.

23. The Service Provider shall ensure fulfilment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as specified in the Section-IV above.

24. The Service Provider’s personnel shall not claim from the University any benefit/ compensation/absorption/regularization of services under the provision of the Industrial Disputes Act, 1947/Contract Labour (Regulation & Abolition) Act, 1970/Workman Compensation Act, 1923 or any other Labour Act.

25. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements and administrative/organizational matters.

26. The Service Provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of office in particular and University at large.

27. The Service Provider shall ensure proper conduct of its personnel and enforce prohibition of consumption of alcoholic drinks, paan, Khenee, Paan Masaala smoking, loitering in campus without work. Personnel working in the University should not be roaming around unless permitted by the head of the unit where they are working.

28. The University expects discipline and cordial behaviour from the person deployed by service provider and any incident reflecting indiscipline or insincere act would be firmly dealt by Service Provider/University.

29. If any of the workers deployed by the Service Provider indulges in theft or any illegal/irregular activities, the Service Provider will take appropriate action as per laws of land and rules against the erring worker and intimate the action taken to the University.

30. The Service Provider shall not employ any person below the age of 18 (eighteen) years and maximum age 58 years.

31. The Service Provider has to provide photo identity cards to the persons employed by it for carrying out the works. The person employed by the Service Provider must wear the I-Cards at their respective places of work.

32. The Service Provider shall provide 02 sets of suitable uniforms with full accoutrements consisting of Shoes, Dress, and Sweater (As per the sample to be approved by the University) to all engaged employees at the service provider's own cost. Such Employees not wearing uniform will be penalised as tabulated below.

33. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the sole responsibility of the Service Provider.

34. The Service Provider shall provide suitable replacement at the earliest (within 48 hours) at no extra cost in case if any person leaving the job. In case of leave of the employees of service provider, their applications should firstly be forwarded by the service provider (either by written letter or by e-mail) to the concerned department of HNBGU, Srinagar (Garhwal) for consideration.

35. The University will maintain an attendance register in respect of the staff deployed by the service provider on the basis of which wages/remuneration will be decided in respect of the outsourced staff at the approved rates. For better monitoring of the attendance of the staff deployed, Biometric Machine/ digital attendance app with Geo-tagging facility at designated places will also be installed by the Service Provider with data coming to university in real time.

36. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the service provider directly or indirectly to any person, firm or whosoever.

37. In case of unsatisfactory services rendered by the Service Provider or breach of clauses of

the contract, an opportunity shall be provided to the Service Provider to clarify the position within a period of 15 days of notice issued to them by the University. If the reply from the Service Provider is found unsatisfactory/ the reply is not received, the contract shall be terminated and Performance Guarantee shall be forfeited.

38. On the expiry of the agreement, unless extended formally, the service provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. The Service Provider has to provide a certificate with documentary evidence that no wages or statutory dues are pending to any personnel on the date of expiry of agreement or expiry of the extended period, if any, failing which Performance Guarantee will be forfeited. In the event of any dispute arising due to any of the clauses of the agreement, the matter will be referred to the Vice-Chancellor, whose decision shall be final and binding on both the parties.

39. The Service Provider shall keep the University indemnified against all claims whatsoever in respect of the personnel deployed in University at various point of time. In case, any employee of the Service Provider so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the Service Provider to contest the same at appropriate forum(s). In case, the University is made a party and is supposed to contest the case, the University will be reimbursed the actual expenses which shall be paid in advance by the Service Provider to the University if such a request is made by University in writing.

40. The selected Service Provider will have to provide the details of a single point of contact who should be contactable by the designated person of the University to answer any queries & resolve issues and is based within the University campus. The Contact Manager of the Service Provider should be empowered to take decisions on behalf of Service Provider, to respond to queries, if any, and provide information. Preferably, they should have an office within the jurisdiction of Srinagar (Garhwal). In case of that not being possible, the Service Provider will have at least a camp office in the vicinity of the University. University will not provide any office space in the University campus.

41. The selected Service Provider will have to provide one representative who shall be responsible for coordinating daily attendance, granting of weekly off, discipline, managing work, and interacting with the officer-in-charge for day-to-day work. For smooth operation, he should be present within the University premises during all working days.

42. Approximate number of persons to be hired during the tenure of the contract period of two years, as per the existing position, is 233 (approximately). Fresh requirements can be added, and existing requirements can also decrease depending upon the requirements, fresh criteria and Government rules.

43. The Service Provider shall be contactable at all times and messages sent by e-mail/special messenger by the University to the Service Provider shall be acknowledged immediately on receipt. The Service Provider should furnish full contact details such as address, e-mail id, telephone no./mobile no. etc.

44. The Service Provider shall be bound by the details and documents as furnished to the University while submitting the tender or at any other time. In case any of the furnished documents are found to be false/ forged at any stage, this would be deemed to be a breach of the terms of contract making him liable to face legal action and forfeiture of Performance Guarantee.

45. The Service Provider or his representative should approach the nominated Officer/ Person or Committee designated by the University, if they need any instructions or wish any issue to be resolved.

46. The representative of the Service Provider shall be responsible for coordinating daily attendance, granting of weekly off, discipline, managing work, interacting with the office-in-charge of the departments and nominating an officer for the day-to-day work.

SECTION VI

Penalties For Violation Of Rules, Terms And Conditions

1. Penalty Points

A point system will be in operation under which operational failures, depending on type and frequency, will entail point penalties. The liability of the Service Provider will not only be in terms of these points but also to the extent of the recommendations of the nominated officer/Committee constituted by the competent authority of the University. **Every penalty point will entail a financial obligation of Rs. 10/-(Ten)- on the part of the Service Provider subject to a maximum of Rs.5,000/(Five Thousand) per individual worker in a month.** Service Provider shall also be responsible for quality of work done by his employees and any deficiency in quality of works services will make the Service Provider liable for suitable penalty as mentioned below. Service Provider shall be free to recover the appropriate penalty amount from worker/supervisor/manager responsible for the lapse. Accumulation of minus marks beyond 400 for an individual worker in a month or subsequent months will be basis for issuing warning/removal of the subject worker from his job/duty. Exact penalty points shall be decided by competent authority depending upon degree of quality of work. Besides the above-mentioned penalty amount, the University reserves the rights to impose extra penalty to the Service Provider depending on the gravity of operational failures.

2. Penalty through Joint Enquiry: The University will be entitled for compensation from the Service Provider, in case a proper joint inquiry establishes that any theft or loss or damage to any property has been caused due to negligence of the Service Provider or any of its employees. The said compensation shall be in addition to the penalty imposed as per the above point system. The joint enquiry committee shall be constituted by HNBGU, which will be inclusive of one person from the Service Provider deployed at HNBGU.

3. Penalty Point System

3.1. Non-adherence of Service or Indiscipline by Individual worker

S.N.	Type of cases of indiscipline	Penalty points (upto)
a	Service Provider’s employees not wearing proper uniform while on Duty. [Uniform is mandatory]	25
b	Rude and unpleasant behaviour of manpower personnel (for each incident)	25
c	Unnecessary arguments for the unresolved registered complaint	25
d	Absence from duty place while on duty or found drunk or found in consumption of tobacco, paan, alcohol, alcoholic drinks or drugs.	50
e	Late/unsatisfactory response to any instructions	25

	by the representative of the University	
f	Non-compliance with instructions / orders of University's representatives	100
g	Involvement in any theft in University premises/Malpractice in University.	200

3.2. Lapses on the part of Service Provider

a	Delay in payment of wages to the workers/employees beyond the due date (i.e. 07th of every month)	0.5% per day subject to maximum of 2% of the payable one month payment per worker per month. For example :- monthly salary of 'X' worker – Rs 20,000. *If salary not paid for 02 months, penalty will be 4% of first month salary (800/-) and 2% of second month salary (Rs 400/-). Thus total penalty Rs1200/- for 'X' worker. *Penalty if 02 days delay in payment of 'X' worker in a month –Rs200.
b	If a genuine complaint on unethical practice/bribe taken by the Service Provider is proved	Rs. 50,000 (Fifty Thousand) per incident
c	Non-provisioning of specific manpower as per eligibility criteria within 07 working days of receipt of requirement from University	Rs. 10000 (Ten Thousand) per worker per month
d	Breach/violation of contractual conditions not covered in any of the above Columns.	As per the decision of the University depending on the level of breach
e	Failure to provide 02 sets of uniform sets to workers	Rs 1000 (One Thousand) per worker
f	Failure to provide Identity Card to workers	Rs 50 (Fifty) per worker
g	Failure to provide Wage Slips to workers	Rs 200 (Two Hundred) per worker per month
h	Delay in deposit of employer's share and employee's share in EPF account of the worker	Rs 1,000 (One Thousand) per month

		per worker
i	Delay in getting the worker insured under ESIC on commencement of contract and thereafter monthly subscription towards ESIC account of the worker or during extension of contract, whatever applicable	Rs200(Two Hundred) per month per worker
j	Delay in getting the worker insured under Pradhan Mantri Jan Arogya Yojana (PMJAY) on commencement of contract (within 2 months) or extension of contract, whatever applicable	Rs200 (Two hundred) per month per worker
k	Delay in getting the worker insured under Pradhan Mantri Suraksha Bima Yojana on commencement of contract (within 2 months) or extension of contract, whatever applicable	Rs200 (Two Hundred) per month per worker
l	Delay in replacement of specific worker beyond 24 hours, once asked by the University for replacement	Rs. 1,000 (One Thousand) per worker per month

4. Compounding

Repeated complaint of the same type (more than 4 times by same employee in any given month) will entail a multiplication factor of 4 on the points.

5. Any liability arising out of any litigation (including those in consumer courts) due to any act of Service Provider's personnel shall be directly borne by the Service Provider including all expenses/fines.

6. Penalty amount will be deposited separately by the Service Provider by end of currency of the month. Failure to do so by the Service Provider, penalty amount will be deducted by the University from the bill of the Service Provider in the following month.

SECTION VII

OTHER TERMS AND CONDITIONS

1. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

All Running Account Payments shall be regarded as payments by way of advances against the final payment only and not as payments for work actually done and completed, and shall not be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or should affect in any way the powers of the University under these conditions as to the final settlement and adjustments of the accounts or otherwise or, in any other way vary or affect the contract.

The University shall make payment within 30 days after receiving of the bills and other related documents. For this purpose the service provider after making payment to the engaged manpower, shall raise bill/s of each month during the contract period and submit the same along with evidence of payment, EPF, ESIC Challans etc.

2. PAYMENT OF SERVICE PROVIDER'S FINAL INVOICE:

Payment due to the Service Provider shall be made by the University by RTGS/NEFT. In all cases, the Service Provider shall present its bill duly indicating the account details to enable online payment.

In general, payment of final bill shall be made to the Service Provider within 90 (Ninety) days of the submission of bill after completion of all the obligations under the contract. Payments of final bill and Performance Guarantee shall be released only if it is accompanied by the proof of following:

a) Due wages paid to all the workers engaged on the job by the Service Provider for the period of contract on monthly basis by way of Bank transfer only.

b) Having deposited the contributions of EPF and ESI with the concerned authorities for the whole period of contract.

c) Having handed over all materials and equipment of the University to the Authorised Officer or his authorized representative, in good condition.

d) Completion Certificate (issued by the University).

3. RECEIPTS FOR PAYMENT:

Receipt for payment made on account of work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the Service Provider, except when the Service Provider is described in their tenders as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers/ authorized lead manager or by some other person having authority to give effectual receipt for the company.

4. COMPLETION CERTIFICATE:

When the Service Provider fulfils its obligation under the contract, it shall be eligible to apply for completion certificate in respect of the work.

The Authorized Officer shall issue to the Service Provider the completion certificate within 1 (one) month of receiving an application from Service Provider to the effect that the work has been completed in accordance with and as set out in the contract.

The Service Provider, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.

5. INSURANCE:

Contractor shall at its own expense carry and maintain insurance with insurance companies to the satisfaction of the University as follows:

6. EMPLOYEE STATE INSURANCE ACT:

The Service Provider agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, and the Service Provider further agrees to defend, indemnify and hold the University harmless from any liability or penalty which may be imposed by the Central, State or Local authority by the reason of any violation by Service Provider of the employee's state insurance act, and also from all claims, suits or proceedings that may be brought against the University arising under, growing out or by reasons of the work provided for by the Service Provider whether brought by employees of the Service Provider, by third parties or by central or state government authority.

7. ANY OTHER INSURANCE REQUIRED BY LAW:

The service provider will compulsory get the employees insured under Pradhan Mantri Suraksha Bima Yojana and Pradhan Mantri Jan Arogya Yojana. Service Provider shall also carry and maintain all other insurance which he may be required under any law or regulation from time to time.

8. ACCIDENT OR INJURY TO WORKMAN:

The University shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Service Provider. The Service Provider shall indemnify and keep indemnified the University against all such damage and compensation whatsoever in respect or in relation thereto.

9. SAFETY REGULATIONS:

In respect of all labour, directly or indirectly employed in the works for the performance of the Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes, regulations, rules and orders made thereunder and such other acts as applicable.

10. EMPLOYEES PROVIDENT FUND (EPF):
The Service Provider shall be liable for the payment by 15th of every next month of the Employees Provident Fund on a contributory basis under P.F. Act as per prevailing rates or as per rates, if revised during the period of contract. Any non-adherence to timelines will entail penalty as tabulated in Section VI, Sr. No. 3.2.

11. <u>Rights of the H.N.B. Garhwal University</u>

a. Decision of the University with regards to interpretation of the terms and conditions of the Agreement shall be final and binding on the Service Provider.

b. In case of any dispute between the Service Provider and the University, the University shall have the right to decide and the same shall be referred to the Vice-Chancellor of the University whose decision shall be final and binding upon both the parties.

c. Estimated number of Personnel are subject to reasonable change as per requirement of the University and extant guidelines of GoI/ GeM.

d. The University shall check and ensure that the personnel engaged by the Service Provider are actually being paid the salary, EPF and ESIC every month in their respective bank/EPF/ESIC Account by the Service Provider. The Service Provider shall be liable to be penalised for any default thereof under laws.

e. In the eventuality of death/accident of an personnel engaged by the Service Provider during the currency of the contract, it will be ensured by the Service Provider to get the individual/family the insurance entitlement due to him remitted in a reasonable time. In case of failure to ensure the same on the part of the Service Provider, the University reserves the right to deduct the entitled insurance amount due, from the Performance Guarantee of the Service Provider.

f. In case of breach of any of the terms of the agreement, the contract/agreement will be terminated, and the Performance Guarantee of the Service Provider shall be forfeited by the University.

g. Any sum of money due or payable to the University, including the Performance Guarantee refundable to them under the contract, can be appropriated by the University against any amount which the Service Provider may owe to the University.

12. Terms of Payment:

12.1. The rates (monthly wages) for each category will be strictly according to the rates as notified by the University administration, to be paid by service provider to the workers by 07th of every month. Thereafter Employer's contribution of EPF and ESIC as per rules will be reimbursed.

12.2. The Service Provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, GST etc.

12.3. The Service Provider shall disburse the wages to its workers deployed in University at the start of the following month but not later than 07th of each month through their bank accounts only (e-transfer mode) and thereafter submit the monthly bill to the University, in duplicate, along with necessary verifications/documents in support of attendance duly verified by the concerned officials, payments made including EPF and ESIC contribution, statutory deductions as per Govt. of India rules and service charges, for reimbursement of the same after deduction of applicable taxes. The Service Provider shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the manpower personnel. A detailed wage statement has to be submitted to the office of nominated officer showing monthly payments along with valid proof of Bank transfer by 20th of each month. A certificate that previous month payments of the personnel under the contract and payment to the Service Provider, if any, has been made and cleared in all respect shall be enclosed, along with the list/details of such disbursement.

12.4. EPF has two portions viz Employee portion and Service Provider Portion. Out of the monthly salary/ wages of the employee, the Service Provider will deduct the employee portion and then shall add the service provider (Employer share) of EPF; it will be the responsibility of Service Provider to deposit both the components of EPF together to the PF account of the wager by 15th of each next month. Any non-adherence to timelines will entail penalty as tabulated in Section VI, Sr. No. 3.2.

12.5. ESIC and EPF returns along with challans must also be submitted to the nominated officer/Committee of University on monthly basis.

12.6. The University will make monthly payment to the Service Provider preferably within 30 days of submission of bills after making necessary deductions (Income Tax/TDS, surcharge, other statutory taxes, losses, penalty etc.); after invoice entry and certification from DDO that satisfactory services have been rendered during the month. Taxes (if applicable, as per rules) shall be paid on submission of documentary proof.

12.7. The Service Provider shall ensure to pay the wages in time irrespective of delay in payment of Bill by the University for whatever reason. In other words, the Service Provider will not link the payment of wages to the payments due from University.

12.8. The Service Provider will also issue wage slips for every month to its workers showing ESI and PF number and gross wages, details of deductions made and net payment.

12.9. The Service Provider must be financially capable to pay the gross wages in time to the personnel employed by him in the University upto a period of minimum 3 (Three) months in case the University is not in a position to clear their bills because of pending payment of Salary & other statutory liabilities by the Service Provider to the personnel engaged by them or any unforeseen circumstances arising out of Govt. policies.

12.10. University reserves the rights to withhold bills, if the Service Provider fails to produce proof for having remitted the Wages, ESI and PF dues of engaged personnel.

12.11. The University also reserves the right to inspect any or all the payment-related documents, including statutory payments made by the Service Provider, at any point in time during the contract, and the Service Provider shall assist whenever inspection of records is done by the University. Any non-cooperation by the officials of the Service Provider in this regard shall attract appropriate action including imposition of financial penalty by the University on the Service Provider.

13. Option Clause:
The buyer can increase or decrease the contract quantity or contract duration as per GeM/ GoI guidelines. Bidders are bound to accept the revised quantity or duration.

14. Jurisdiction:

Jurisdiction in all dispute suits will be in the court of Srinagar, Pauri (Garhwal).

15. Arbitration:

The University and the Service Provider shall make every effort to resolve any dispute amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute shall arise between parties on aspects not covered by this document/agreement or the construction or operation thereof or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration. The Vice Chancellor or a person nominated by him/her will be the sole arbitrator and his/her decision will be final and binding on both the parties.

16. Force Majeure

16.1. Force majeure clause shall mean and be limited to the following in the execution of the contract placed by the University.

(a) War/Hostilities

(b) Riot or Civil commotion

(c) Earthquake, flood, tempest, lightning or other natural physical disaster

(d) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the Service Provider, which prevent or delay the execution of the order by the Service Provider.

16.2. The Service Provider shall advise the University in writing, at the beginning and at the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, University reserves the right to cancel the order without any obligation to compensate the Service Provider in any manner for any reason.

SECTION VIII

MINIMUM ELIGIBILITY CRITERIA REQUIRED FOR BIDDING

1. The bidders having the following minimum qualifications are eligible for bidding:

a) **<u>Legal Valid Entity</u>:** The Bidder should necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 2013 or a Partnership firm or Proprietorship firm or Corporation. Bidder in the form of Joint Venture/Consortium is not permitted (Enclose a self – attested copy of the registration certificate/ relevant document).

b) Must have a valid license for supply of manpower to the organisations/institutions under the Contract Labour (Regulation & Abolition) Act – 1970. The license must be valid as on the date of submission of their bids and should remain valid for the entire contract period. (Enclose self-attested copy of the document).

c) **<u>Registration</u>:** The Bidder should also be registered for discharging various statutory obligations such as Employees' Provident Fund Organisation (EPFO), Employees' State Insurance Corporation, ISO and such other Tax Authorities as Income Tax, Goods & Services Tax (GST) [Upload copies of registrations such as EPFO, ESIC, GST, TIN and PAN]

2. **The average** annual turnover of similar work provided by the bidder should not be less than Rs. 10,00,00,000 (Rupees Ten Crore) during last three Financial years upto 31st March 2025 as per their audited books of accounts/Tax Returns. Moreover, the Service Provider should not be a loss-making company in last two Financial Years. **For this purpose, a certificate from the Chartered Accountant must be up-loaded.** In addition to this, Income Tax Return of the firm for the last three financial years i.e. upto 31 March 2025 should also be up-loaded with the tender.

   Note:
   Similar work/ category shall mean supply of manpower (Other than Security). Work referred above should be in the name of a firm / company/ corporation as a single entity and not aggregates of joint venture firms/associates or cartels. This definition of similar work shall be applicable throughout this tender document.

3. **<u>Three (03) Certificates</u>** of satisfactory performance (eg. Satisfactory/ Good/ Very Good/ Excellent/ equivalent) **of different work orders from any Government (Central/State) Departments/PSUs**/Autonomous bodies of Central or State Government including Higher Educational Institution/Central Research Organisation/Govt. of India undertaking for the last three financial years (2022-23, 2023-24 and 2024-25). The performance related certificates must have been issued on the letter head of the **organization clearly indicating the duration of contract, details of manpower provided.**

   Please note that only copies of work-orders and agreements (without satisfactory performance related certificate from the client) shall not be considered for this purpose. The University reserves the right to physically inspect the performance of the bidders who qualify the technical bid to verify their claims of providing satisfactory manpower at the three organisations.

4. **<u>Experience</u>:** The Bidder should have at-least **3 years experience ending on 31st March 2025** of providing Manpower Services (Other than Security) to Central Government department/ Central Autonomous Institutions/ Central Universities/ Central Public Sector

undertakings/State Government Organisation/Institutions/Govt. of India undertakings and should have successfully completed similar work of magnitude during last 03 (three)financial years as per below mentioned criteria:

i) One work for Supply of manpower of value not less than Rs. 4,80,00,000.

Or

ii) Two works for Supply of manpower each of value not less than Rs.3,60,00,000.

Or

iii) Three works for Supply of manpower each of value not less than Rs. 2,40,00,000.

Certificate of Experience: The Bidder must produce certificate of experience exclusively for **Supply of manpower** (Other than Security) from the clients. The certificate should clearly mention the following details:

Sl. No.	Description
1	Name of the client and full address, mobile number
2	Nature of Organisation
3	Telephone and email address of the client
4	Details of work performed
5	Number and type of manpower provided
6	Period of work (starting and ending)
7	Value of work completed in Contract for supply of manpower

Copy of work order/agreement and/or self-certified certificates WILL NOT BE ACCEPTED as certificate of experience. If any document other than certificate of experience is produced, such document WILL NOT BE ACCEPTED AS RELEVANT. Bids not accompanied by certificate of experience issued by the client WILL AUTOMATICALLY STAND DISQUALIFIED.

5. **Financial Solvency Certificate of Minimum INR 14,00,00,000 from Scheduled Commercial Banks. Certificate issued after tender publication date shall only be considered.**

6. **Net Worth Certificate of Minimum INR 14,00,00,000 from Chartered Accountant. Certificate issued after tender publication date shall only be considered.**

7. **A declaration**: As per Annexure-IV that :

   a. The Partners of the firm or the firm or Company or corporation as the case may be, have never been black-listed during the last 7 years by any organisation and the name of the firm or company has not been changed.

   b. That there is no police case/vigilance/CBI/ED/NIA/FEMA case pending against the Partners of the firm or the firm or Company as the case may be and that they/he/she have never been punished during the last 7 years by any Court of law.

   c. That there are no dues towards income tax as on the date of the declaration.

8. Relationship of key managerial positions (owner/promoter/directors) of the Service

Provider with key managerial positions of the University will debar the Service Provider from tendering. A non-relationship certificate must be submitted along with the bid (Annexure VI).

9. The Service Provider should submit the details if they were ever required to suspend their function of providing manpower for a period of more than 3 (three) months continuously after having commenced the manpower contract OR they ever left the contract awarded incomplete. List of present clients' along with the contract value & commencement date.

10. The Service Provider should submit EMD/ Performance Security not forfeited certificate as per Annexure-II.

11. The Service Provider should submit an Undertaking for Payment of Wages on time as per Annexure-III.

12. Exemption to comply with any of the above criteria should be duly supported by the Government orders/ other Government documents.

13. Non compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the services for which tender has been floated and its tender will be rejected being non responsive.

14. Those who meet basic eligibility criteria for bidding will only be considered for Technical Evaluation.

SECTION IX

Bid Evaluation Criteria and Selection Procedure:

A two-stage procedure will be done using the Least Cost Selection (LCS) process.

A. Evaluation of Technical Bids: Technical bids will be evaluated on the basis of parameters given in the Eligibility criteria on the following marks-based system. If a bidder does not fulfil any of the Mandatory Criteria, they are disqualified.

S.N.	Particulars	Allocation of Marks	Maximum Marks (100)	Cutoff Marks
1	Average Annual Turnover in similar work during the last three (03) financial years ending 31st March 2025 from a Chartered Accountant. Certificate issued after the tender publication date shall only be considered.	Minimum average annual turnover of ₹10,00,00,000/- — mandatory: 16 marks For each additional ₹5,00,00,000/- (Rupees Five Crores): 2 marks, subject to a maximum of 6 additional marks	22	16
2	Experience of Similar Work successfully completed during the last three financial years ending 31st March 2025 in Government Central/State Departments, PSUs, Autonomous Bodies of Central or State Government, Central/State Universities, Higher Educational Institutions, Government of India Undertakings or Central Research Organisations for providing manpower. Refer to Section VIII for the required documentary proof.	One work order of value not less than ₹4,80,00,000/- — mandatory OR Two work orders, each of value not less than ₹3,60,00,000/- — mandatory OR Three work orders, each of value not less than ₹2,40,00,000/- — mandatory Successful fulfilment of any one of the above alternatives: 16 marks AND, IF ADDITIONAL WORK DONE: For each additional work order of value not less than ₹4,80,00,000/- OR Two additional work orders, each of value not less than	22	16

S.N.	Particulars	Allocation of Marks	Maximum Marks (100)	Cutoff Marks
		₹3,60,00,000/- OR Three additional work orders, each of value not less than ₹2,40,00,000/- Additional marks: 3 marks, subject to a maximum of 6 additional marks		
3	No. of running contracts of similar work during F.Y. 2026–27 of value not less than ₹2,40,00,000/-	For each eligible running contract: 3 marks, subject to a maximum of 9 marks	09	07
4	If the bidder is a Central / State Government agency	On submission of valid Government documentary proof	03	00
5	Net Worth Certificate of minimum ₹2,40,00,000/- from a Chartered Accountant. Certificate issued after the tender publication date shall only be considered.	Net worth of less than ₹2,40,00,000/- — No marks Net worth from ₹2,40,00,000/- to ₹3,00,00,000/- — 06 marks Net worth of more than ₹3,00,00,000/- — 12 marks	12	09
6	Registration of Firm/Company — Government-issued proof	Less than 03 years — 0 points 03 years to 05 years — 02 points 05 years to 07 years — 04 points 07 years to 10 years — 06 points 10 years and above — 10 points	10	07
7	Financial Solvency Certificate — The bidder should have solvency of minimum ₹2,40,00,000/-. The minimum solvency is mandatory pass/fail eligibility. **The certificate must be issued by a Scheduled Commercial Bank after the tender publication date and before the bid submission end date.**	Solvency of less than ₹2,40,00,000/- — No marks Solvency from ₹2,40,00,000/- to ₹3,00,00,000/- — 06 marks Solvency of more than ₹3,00,00,000/- — 12 marks	12	09
8	Total workers continuously on the bidder's payroll during the last three financial years. The bidder	Above 10,001 workers — 10 marks	10	06

S.N.	Particulars	Allocation of Marks	Maximum Marks (100)	Cutoff Marks
	shall submit EPF/ESIC returns for the last three financial years indicating the number of employees, along with a Chartered Accountant-certified statement of average manpower.	5,001 to 10,000 workers — 08 marks 3,001 to 5,000 workers — 06 marks 1,001 to 3,000 workers — 04 marks Up to 1,000 workers — 02 marks		
	TOTAL		**100**	**70**

Note (For Item No. 2 above):

1. An order must cover at least six calendar months or more of service in a financial year in order to qualify for consideration for evaluation for that particular financial year. If the work has got completed in next F.Y. and spilled over by less than six months, the same shall be counted in previous F.Y.

Note (For Item No. 3 above):

1. Double weightage will not be awarded for works covered Para A serial 2 and 3 of the section above.

2. Even if a work order was issued in previous financial years and is currently running in FY, the same shall be considered.

Note:

1. **The bidders are to mandatorily submit duly filled Proforma for Technical Bid (Table I & Table II) as mentioned in Section X below.**
2. If the Confidential enquiry reveals facts contrary to the information provided by the applicant, his technical bid evaluation will not be done.
3. The aggregate marks scored under Technical Bid Evaluation will be technical score (TS) for a bidder. Only those bidders will be considered as technically qualified bidder/contractor(s) whose aggregate score is **equal or more than 70 marks**.
4. The financial bids of only such bidders shall be opened and considered who declared qualified in technical evaluation.
5. Even though the bidders may satisfy the above requirements, they may be disqualified, if they have:
   a. Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of abandoning work, not properly completing the contract or financial failure/weaknesses.
   b. Debarment/ Blacklisting by other organisations wherein the subject bidder is

providing services.

B. Evaluation of Price Bids:

The price bid of only those service providers who qualify technically will be opened. The L1 bidder declared by the GeM portal based on LCS method will be selected for award of contract.

C. Tie-Breaking Clause:

In case there is equal price bids quoted by two or more bidders, bidder with higher technical score will get the preference. If still tied, decision shall be based on lottery on GeM.

D. Award of work:

The work will be awarded to the technically responsive bidder as detailed above.

TERMINATION

1. The University shall at any time be entitled to determine and terminate the contract without compensation thereof. A notice in writing from the University to the Service Provider shall be issued giving 90 (ninety) days' time for such termination in case of deficiency in service on part of the Service Provider and on unsatisfactory response from the Service Provider, the Performance Security will be forfeited.

2. Termination of the contract shall not relieve the Service Provider from any of his obligation imposed by the contract with respect to the work performed by them prior to such termination.

3. In case of termination of the contract, University reserves the right to get the work done by deploying other Service Provider.

4. The Service Provider shall be wholly responsible regarding the minimum wage payment. As and when the minimum wages rate is changed by the University Administration, the Service Provider shall pay the revised rate to his manpower personnel as on the date and shall apply for reimbursement of the expenditure by raising a bill. In additions to the monthly salary, the Service Provider shall also have to extend statutory benefits provided under Employees Provident Fund & Misc. (Prov.) Act, 1952, Employees State Insurance Act, 1948 and other benefits in terms of the applicable Labour Laws. Failure to do so would liable to termination of the contract immediately.

5. The University have the right to terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers or enters into an arrangement for the benefit of creditors.

6. The agreement shall be liable for termination in terms of the stipulation provided elsewhere in other clauses of this document.

SECTION X

Proforma for Technical Bid

(For providing supply of manpower services in HNBGU, Srinagar) (Upload duly signed scanned copies of all documents in PDF format on online portal of GEM in the sequence mentioned herein as under)

Table I – Generic Information of the Bidder

S.N.	Particulars	Page Number
1.	Name of Service Provider (Attach Certificate of Registration)	
2.	Name of Director/Proprietor of Service Provider with Aadhaar number (Photocopy to be attached)	
3.	Full Address of Registered Office with (i) Telephone/Mobile No. (ii) Fax (iii) E-mail	
4.	Full Address of operating/ Branch office with (i) Telephone (with STD Code) (ii) Mobile No (iii) E-mail	
5.	Bank details of Service Provider with full Address (Attach certified copy of Bank Statement)	
6.	Labour License (Attach self-attested copy)	
7.	PAN (Attach self-attested copy)	
8.	GST No. (Attach self-attested copy)	
9.	TAN No. (Attach self-attested copy)	
10.	E.P.F. Registration No. (Attach self-attested copy)	
11.	E.S.I. Registration No. (Attach self-attested copy)	
12.	Bank Solvency Certificate	
13.	Income Tax returns for last three financial years	
14.	Audited Balance Sheet for last 03 financial years	
15.	Average annual turnover for preceding three financial years (Attach separate sheet)	
16.	Number of years of experience along with work order value in last three F.Y. in providing Supply of manpower services in Government (Central/State) Departments/ PSUs/Autonomous bodies of Central or State Government including Higher Educational Institution/Govt. of India undertakings/Central Research Organisation. (Attach self-attested copy of all relevant documents)	
17.	Certificate/ Registration from Goods and Service Tax/Income Tax department	
18.	Performance Certificate for last 03 (three)financial years.	
19.	Total contracts of manpower along with value awarded in current Financial Year (Attach separate sheet)	
20.	Details of Earnest Money Deposit	

	(i) DD No. (ii) Date (iii) Amount (iv) Drawn Bank	
21.	Total number of employees of the Service Provider	
22.	Declaration regarding black listing of the Service Provider	
23.	Declaration stating that there is no police case/vigilance/CBI/ED/NIA/FEMA case pending against the Partners of the Service Provider or the Service Provider and has never been punished by any Court of law.	
24.	Declaration stating that there are no dues towards income tax as on date of the declaration.	
25.	Declaration about non-involvement in fraud and corrupt practices (Duly signed and attested on the letter head)	
26.	Non relationship certificate with key managerial positions	
27.	Undertaking for payment of wages on time (Duly signed and attested on the letter head)	
28.	EMD/ Performance Security/ Performance Fixed Deposit Receipt not forfeited for last three Financial years	
29.	Bid Security Declaration in respect of MSEs	
30.	Any other details	

Table II - Self-Assessment by the Bidders

S.N.	**Particulars**	**Allocation of Marks**	**Maximum Marks (100)**	**Bidder's Document Reference No. & Page No.**	**Self-Score by the bidder**
1	Average Annual Turnover in similar work during the last three (03) financial years ending 31st March 2025 from a Chartered Accountant. Certificate issued after the tender publication date shall only be considered.	Minimum average annual turnover of ₹10,00,00,000/- — mandatory: 16 marks For each additional ₹5,00,00,000/- (Rupees Five Crores): 2 marks, subject to a maximum of 6 additional marks	22		
2	Experience of Similar Work successfully completed during the last three financial years ending 31st March 2025 in Government Central/State Departments, PSUs, Autonomous Bodies of Central or State Government, Central/State Universities, Higher Educational Institutions,	One work order of value not less than ₹4,80,00,000/- — mandatory OR Two work orders, each of value not less than ₹3,60,00,000/- — mandatory	22		

S.N.	Particulars	Allocation of Marks	Maximum Marks (100)	Bidder's Document Reference No. & Page No.	Self-Score by the bidder
	Government of India Undertakings or Central Research Organisations for providing manpower. Refer to Section VIII for the required documentary proof.	OR Three work orders, each of value not less than ₹2,40,00,000/- — mandatory Successful fulfilment of any one of the above alternatives: 16 marks AND, IF ADDITIONAL WORK DONE: For each additional work order of value not less than ₹4,80,00,000/- OR Two additional work orders, each of value not less than ₹3,60,00,000/- OR Three additional work orders, each of value not less than ₹2,40,00,000/- Additional marks: 3 marks, subject to a maximum of 6 additional marks			
3	No. of running contracts of similar work during F.Y. 2026–27 of value not less than ₹2,40,00,000/-	For each eligible running contract: 3 marks, subject to a maximum of 9 marks	09		
4	If the bidder is a Central / State Government agency	On submission of valid Government documentary proof	03		
5	Net Worth Certificate of minimum ₹2,40,00,000/- from a Chartered Accountant. Certificate issued after the tender	Net worth of less than ₹2,40,00,000/- — No marks Net worth from	12		

S.N.	Particulars	Allocation of Marks	Maximum Marks (100)	Bidder's Document Reference No. & Page No.	Self-Score by the bidder
	publication date shall only be considered.	₹2,40,00,000/- to ₹3,00,00,000/- — 06 marks Net worth of more than ₹3,00,00,000/- — 12 marks			
6	Registration of Firm/Company — Government-issued proof	Less than 03 years — 0 points 03 years to 05 years — 02 points 05 years to 07 years — 04 points 07 years to 10 years — 06 points 10 years and above — 10 points	10		
7	Financial Solvency Certificate — The bidder should have solvency of minimum ₹2,40,00,000/-. The minimum solvency is mandatory pass/fail eligibility. **The certificate must be issued by a Scheduled Commercial Bank after the tender publication date and before the bid submission end date.**	Solvency of less than ₹2,40,00,000/- — No marks Solvency from ₹2,40,00,000/- to ₹3,00,00,000/- — 06 marks Solvency of more than ₹3,00,00,000/- — 12 marks	12		
8	Total workers continuously on the bidder's payroll during the last three financial years. The bidder shall submit EPF/ESIC returns for the last three financial years indicating the number of employees, along with a Chartered Accountant-certified statement of average	Above 10,001 workers — 10 marks 5,001 to 10,000 workers — 08 marks 3,001 to 5,000 workers — 06 marks 1,001 to 3,000 workers — 04 marks	10		

S.N.	Particulars	Allocation of Marks	Maximum Marks (100)	Bidder's Document Reference No. & Page No.	Self-Score by the bidder
	manpower.	Up to 1,000 workers — 02 marks			
	TOTAL		**100**		

Note: Bidders may annex separate sheets wherever required for furnishing above details. However, such sheets must be duly signed with seal and uploaded in .pdf format.

The bidders are to mandatorily submit duly filled Proforma for Technical Bid (Table I & Table II) as mentioned above.

Further, any bidder securing less than 70 marks on self-assessment shall be deemed ineligible for further evaluation and is advised to refrain from participating in the tender process.

Annexure I

Tender Form

(Company Letterhead of Bidder/Bidders)

I, ... Son/Daughter/Wife of Shri.. Director/Partner/Proprietor/Authorised signatory of the Service Provider viz....................................... is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

3. The information/ documents furnished for this tender are true and authentic and are to the best of my knowledge and belief. I/ We, am/are aware of the fact that furnishing of any false information/ fabricated documents would lead to rejection of my/our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date: Signature of the authorised person

Place: Full Name

Aadhaar number of signatory

Seal

ANNEXURE – II

(To be given on official Letter Head of the Bidder)

NOT FORFEITURE OF EMD/ PERFORMANCE SECURITY CERTIFICATE

I M/s.____hereby declare that my EMD / Performance Security is not forfeited in HNB Garhwal University or any Government organization/PSU/Central Autonomous Body Tender during the last 7 years.

Place : ___________________

(Signature & Seal of the Bidder)

Aadhaar number of signatory

ANNEXURE –III

(To be given on official Letter Head of the Bidder) PAYMENT OF WAGES

UNDERTAKING

I, the undersigned hereby declare on behalf of M/s. ____, that as per the Payment of Wages Act 1936 as amended till date, I shall pay the wages to our employees deployed at HNBGU by 07th of every month. Wages will not be stopped or kept on hold on account of delays from HNBGU due to Administrative reasons or non-clearance of Bills upto a maximum period of 3 months.

Penalty as stated in the clauses mentioned in Terms of Payment will be deducted from the monthly Bills till release of Salary.

Place : ___________________

(Signature& Seal of the Bidder)

Aadhaar number of signatory

Annexure – IV

DECLARATION REGARDING CLEAN TRACK BY BIDDER

(On Service Provider's letterhead)

Date: …………..

The Registrar
HNB Garhwal University
Sir,

Re.: Tender Enquiry No.: ….Dated ___________________ for providing manpower service on outsourcing basis

I/we carefully gone through the Terms & Conditions contained in the above referred Tender Document. I/we hereby declare that Service Provider Company / Firm is not currently debarred / blacklisted or no legal case pending by any Government / Semi Government Organizations / Institutions in India or abroad. In addition to this there is no vigilance/CBI /ED/NIA/FEMA/ Income Tax related case pending against the firm/company. I/we further certify that I'm competent officer in my company /firm to make this declaration.

Or

I/we declare the following

No.	Country in which the company is debarred/blacklisted/ case is pending	Black listed/debarred by Government/Semi Government Organizations/Institutions	Vigilance/CBI/ED/NIA/FEMA case pending	Reason	Since when and for how long

(NOTE : In case the service provider was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully

(Signature of the Bidder)
Printed Name Designation
Seal

Annexure V

Bid Security Declaration

(On Company Letter-head)

Bidder's Name______________________________

[Address and Contact Details]

Bidder's Reference No.______________________ Date___________

To
The Registrar,
HNB Garhwal University
Ref: Tender Document No.____________

Sir/Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this tender document, the bid must be supported by a Bid Security Declaration in lieu of Bid Security for MSEs.

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in HNB Garhwal University for 02 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1. Withdraw/amend/derogate, in any respect, from our bid, within the bid validity; or
2. Being notified within the bid validity of the acceptance of our bid by the HNB Garhwal University refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
3. Fail or refuse to sign the contract.

(Signature with date) (Name
and designation)
Duly authorized to sign bid for and on behalf of __________________
[Name& address of Bidder and seal of company]
Dated on____________day of _________[insert date of signing]
Place_____________[insert place of signing]
DA:________________________

Annexure – VI

DECLARATION OF NO RELATION
(To be given on official Letter Head of the Bidder)

I, **[FULL NAME]**, of legal age, single/married, and a resident of ___________________, after having
been duly sworn to an oath depose and say;

1. That I am the duly appointed/elected Chairman/President/Director of ________________.

2. That I am representing as .... in the tender no. ....

3. That in view of the said application, I am manifesting that I am not related to the any of the office bearer/Employee of the HNB Garhwal University __________________________ by consanguinity or affinity up to the second degree.

4. That I execute this declaration in accordance to existing laws of India in its support of such application.

Seal & Signature of Authorised Personnel

Aadhaar No. of the authorized personnel ______________