



GUJARAT NATIONAL LAW UNIVERSITY
(Established Under Gujarat Act No.: 09 of 2003)

Tender Notice No: PC- 09/2023

Date: 07/07/2023

Tender
For
Providing Manpower Services
at
Gujarat National Law University, Silvassa

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NOTICE INVITING TENDER

Tender for Providing Manpower Services for Gujarat National Law University, Silvassa.

Tender document can be downloaded from <https://www.nprocure.com/> by any interested eligible vendor. Technical and Financial bids are invited from the eligible firms/ companies working in the field of providing Manpower Services.

DETAILS OF THE TENDER & KEY CALENDAR EVENTS

1	Tender Notice No.	PC-09/2023
2	Tender Inviting Authority	Registrar, Gujarat National Law University
3	Name of the Project	Providing Manpower Services for Gujarat National Law University, Silvassa.
4	Method of Selection	Quality and Cost Based Selection (QCBS)
5	Start of Issuance of Tender	Start of Issuance of Tender 04/07/2023 on https://www.nprocure.com/
6	Pre-bid meeting	No pre bid meeting. Bidders have to send their queries to registrar@gnlu.ac.in
7	Last Date of Receipt of pre-bid queries on email	14/07/2023
8	Last Date for online Submission of Technical and Financial bid	24/07/2023 up to 5:00 pm on https://www.nprocure.com/
9	Last Date and Time for Submission of Tender fee, EMD and Physical copy of Technical bid document	26/07/2023 up to 5:00 pm
10	Opening of Primary Stage at GNLU, Gandhinagar	27/07/2023 at 11:00 am
11	Opening of Technical bid at GNLU, Gandhinagar	27/07/2023 at 11:30 am
13	Place for submission of the bid proposal, the opening of technical & financial bid and Comprehensive Demo	Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba – 382426, Gandhinagar, Gujarat
14	Tender fees	INR 2,500/- (Non Refundable)
15	Earnest Money Deposit	INR 1,00,000/-

Note: - Bidders should visit the university's website (<https://www.gnlu.ac.in>) for updates

1. INTRODUCTION

Gujarat National Law University invites interested parties to participate in this Request for Proposal (this "Tender") for bidding and selection process for the appointment of Contractor for "Manpower Services at Gujarat National Law University". Tender Documents can be downloaded from website www.nprocure.com. For view, download and any other updates regarding this Tender, kindly check <https://gnlu.ac.in/GNLU/Tender>. Tender Fee & EMD shall be paid along with online submission of Tender Documents shall be submitted before the due date along with the original documents. Bids shall be submitted online only at website: <https://www.nprocure.com>. latest by 24/07/2023. The hard copy of Technical Bid, DD for Tender fee and Earnest Money Deposit (EMD) shall be sent to the Registrar, Gujarat National Law University, and Gandhinagar through Registered Post/Speed Post/Courier/Physical submission on or before latest by 26/07/2023, 17:00 hrs.

The tender shall be addressed to The Registrar, Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar - 382426. The prescribed non-refundable tender fee, as mentioned in the tender document, should be sent by DD in favour of "Gujarat National Law University, Ahmedabad". Any subsequent amendments in the tender document will be available on above mentioned website.

2. INFORMATION TO BIDDERS

2.1 Submission of bids:

The bidder shall submit the Pre-qualification/Technical Bid in a separate sealed cover duly super scribed and these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed. Financial Bid is not to be submitted in the physical form and it has only to be submitted online through web portal.

2.2 Overall bid evaluation process

The evaluation of bids shall be based on technical quality as well as financial considerations. A two-stage procedure, namely, a Technical Evaluation and a Financial Evaluation will be adopted for evaluating the bids as per the Quality cum Cost based Selection (QCBS) process as detailed in Section 2.7

2.3 General Terms and Conditions

- (1) Each bidder shall submit only one quotation.
- (2) The bidder should submit the tender fee amount (non-refundable) of Rs. 2500/- (Rupees Two Thousand Five Hundred Only) & Bid Manpower(Earnest Money Deposit) for an amount of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of Demand Draft from a Nationalized /Scheduled Bank, drawn in favour of Gujarat

National Law University payable at Ahmedabad. Tenders submitted without EMD/Tender Fees will be disqualified.

2.4 Qualification criteria:

- (1) The Bidder should have at least five years of experience in the field of Manpower Services only in Autonomous Academic Institutions/Universities and has minimum 2 ongoing live sites of Providing Manpower Services in Autonomous Academic Institutions/Universities/Government.
- (2) The Average annual turnover of the firm/agency for the last three financial years should not be below Rs. 3 Crore.
- (3) The Bidder should have the experience of completion of similar works in any of the Autonomous Academic Institutions/Universities as follows:
 - i) Three similar completed works costing not less than Rs. 33,60,000/- (please indicate the amount equal to 40% of the estimated cost); or
 - ii) Two similar completed works costing not less than Rs. 42,00,000/- (please indicate the amount equal to 50% of the estimated cost); or
 - iii) One similar completed work costing not less than Rs. 67,20,000/- (please indicate the amount equal to 80% of the estimated cost).
- (4) Experience certificates are required to be obtained from the Autonomous Academic Institutions/Universities employing more than 100 personnel.
- (5) Bidder must provide all the details as mentioned in the Proforma for Technical Bid along with necessary documents wherever required.

2.5 Bid Preparation and submission

- (1) The proposals shall be submitted in English only.
- (2) The Proposal to be submitted shall have to be signed by the authorized signatories.
- (3) Bidders shall submit only one proposal and would stand disqualified if it takes part in more than one proposal.
- (4) Bidders should familiarize themselves with local conditions and take into account these conditions while preparing their Proposal.
- (5) Bidders shall bear all costs associated with the preparation and submission of their proposal including cost of site visits, if necessary.
- (6) All bids must be submitted online on <https://gnlu.nprocure.com> website.
- (7) The tender is a "Two Bid" document. The technical bid should be submitted online on <https://gnlu.nprocure.com> website. Also, the technical Bid should be submitted in a separate sealed envelope clearly indicating that it is a "TECHNICAL BID". The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD) and Tender fees.
- (8) The cover of a Technical bid is to be placed in a sealed envelope and marked with the bidder's name. The tender document complete in all respects, as prescribed in the tender document, should be sent through registered/speed post/in person to the Gujarat National Law University, Attalika Avenue, Knowledge Corridor,

- Koba, Gandhinagar-382007, Gujarat, India on or before 26/07/2022 up to 5:00 pm. No tender shall be accepted after the last date and time fixed for the purpose.
- (9) The firm shall have to qualify the eligibility criteria on the basis of the documents to be submitted in Technical Bid for further short listing.
 - (10) The sealed envelope of the bidders containing "Technical Bid" shall be opened as per the prescribed date and time. However, the bidding firms may be invited on the day of opening the Technical Bid.
 - (11) Each envelop so prepared should clearly indicate the name and address of the firm to enable the 'Bid' to be returned unopened in case it is received "Late" or beyond due date whatsoever the reason.
 - (12) The copy of the Technical bid should be a complete document with Index, appropriate page numbered and signed with the company seal on each page and should be bound as a volume.
 - (13) The bids received after the prescribed deadline shall not be accepted.
 - (14) The financial bid is required to be submitted online on <https://gnlu.nprocure.com> website only. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
 - (15) Clarification to Bid document/ Pre-bid query:
No pre bid meeting will be conducting. Clarifications to bid document/ Pre-bid queries, if any, may be requested by email at registrar@gnlu.ac.in latest up to 20/12/2022. Pre-bid query can be sent in the following format.

S. No.	Bid item reference No.	Nature of Query (Technical/ Financial/ General)	Query detail

- (16) Amendment/Cancellation of Bid document:
Gujarat National Law University reserves the right to cancel bidding process at any time without assigning any reason thereof and without any obligation to the Bidders. The University may, if required, amend the bid document by issuing corrigendum/ addendum in writing and uploading in GNLU Website at any time prior to expiry of the deadline for submission of proposals. The corrigendum/ addendum so issued shall be binding on all the Bidders. The Bidders are required to visit the website periodically for all the updates. GNLU shall not be responsible for ignorance of the information by the Bidders.

Technical Proposal

While preparing the Technical Proposal, Bidders are expected to examine the bid document carefully. Providing inaccurate and incomplete information shall lead to rejection of a proposal. The Technical Proposal shall include all the information sought in prescribed formats along with the necessary supporting documents.

Financial Proposal

While preparing the financial bid, Bidders should strictly follow instructions provided for the same. Bidders must also take into account the requirements and conditions outlined in this bid document. Financial bid should provide costs, any other charges and applicable taxes in the prescribed format. The financial bid must be submitted as per the given format only. The submission of financial details in any other format other than the prescribed one will be disqualified.

Validity of the Proposal

The Proposal and price offered therein shall have to be valid for 60 days from the last date for submission of the Proposal. Bids with shorter validity period would be treated as non-responsive. In case the University wishes to extend the validity period of the proposal, so shall be done through mutual consultation.

2.6 Opening of Bids

Upon expiry of the deadline for submission of proposals, the Technical Proposal shall be opened as per schedule mentioned in bid document.

From the time the bids are opened to the time the contract is awarded, if any Bidder wishes to contact the University on any matter related to its Proposal, it should only be done in writing. Any effort by a firm to influence the University in the process of evaluation and/or comparison of its proposal or contract award decisions would result in rejection of the concerned Bidder's proposal.

Disqualification of Proposals

The Tendering Authority, at its sole discretion, and at any time during the processing of the Proposal, may disqualify any Bidder from the Bidding process if the Bidder has:

- Made misleading or false representations.
- Not submitted the required amount of EMD (Earnest Money Deposit) and Tender fees.
- Submitted proposal document which is non-responsive or not accompanied by required documentation as specified in this bid document.
- Submitted more than one proposal.
- Failed to submit a proposal in accordance with the terms and conditions of this bid document.
- Failed to submit a proposal where the validity of rate is not in compliance.

Or due to any other reason that the University deems and sufficient to reject the proposal.

Code of Ethics

The University, as well as the Bidder, shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely “The Prevention of Corruption Act, 1988”, during the procurement or execution of such contracts. If the bidder(s) are found in Bid pooling, or act against law against fraud and corruption, then their firms may be black listed.

2.7 Evaluation of Bids

i. Preliminary Screening:

First, the envelope containing Tender fee and Earnest Money Deposit will be opened and if both are found in the prescribed manner, then second envelope containing Technical bid documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder’s bid will be summarily rejected.

The Tendering Authority will then undertake a preliminary evaluation of the technical bid to check compliance with the stipulated eligibility criteria as laid out in this document. In doing so, it would examine the completeness of the bid and verify, if it is duly signed or not and also whether or not the bid is generally in order.

ii. Technical bid Evaluation:

The Bidder shall have to fulfill all the Prequalification Criteria. The submitted documents will be scrutinized along with the Technical bid in this phase of evaluation. Those bidders who do not fulfill the terms and conditions as specified in this tender or whose Technical bid is nonresponsive will not be considered. A bid may be rejected at this stage if it does not respond to important aspects of the Terms of Reference.

iii. Quality Cum Cost Based Selection (QCBS)

The evaluation of bids shall be based on technical quality as well as financial consideration through a Quality cum Cost based selection process outlined below:

A two-stage procedure will be adopted for evaluating the responsive bids, namely, a Technical Evaluation and a Financial Evaluation. The technical evaluation (including presentation) will have a weightage of 70% and the financial evaluation will have a weightage of 30%.

a. Technical Evaluation

Each responsive proposal will be given a Technical Score (TS). The firms shall be given marks out of 50 for different parameters.

Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Annexure-I: Proforma for Technical Bid. The Bidder should be ready with a presentation about their understanding of tendered work & showing the methodology of work plan. The Bidder has to remain present for the presentation to provide the required information to the Tender Committee, GNLU, Gandhinagar, on mentioned date, at no cost to GNLU.

A Committee entrusted with the responsibility of technical evaluation would mark the proposals accordingly. Along with the internal committee members, the University may invite external domain experts as evaluation committee members for the presentation. The Technical Committee would have the right not to declare/explain the specific details of its evaluation scheme to the bidders, however the structure of Technical evaluation shall be broadly as follows:

Sr. No.	Particulars	Maximum Marks
1	<p>Average Annual Turnover during last three financial year ended on 31/3/2022</p> <ul style="list-style-type: none"> ▪ Average Annual Turnover > Rs. 5 crore marks 10 ▪ Average Annual Turnover Rs. 4 crore - 5 crore marks 05 ▪ Average Annual Turnover Rs. 4 crore - 3 crore marks 02 	10
2	<p>The Bidder should have the experience of completion of similar works in any of the Autonomous Academic Institutions/Universities as follows:</p> <ul style="list-style-type: none"> (i) Three similar completed works costing not less than Rs. 26,00,000/- (please indicate the amount equal to 40% of the estimated cost); or (ii) Two similar completed works costing not less than Rs. 32,50,000/- (please indicate the amount equal to 50% of the estimated cost); or (iii) One similar completed work costing not less than Rs. 52,00,000/- (please indicate the amount equal to 80% of the estimated cost). 	10
3	<p>Number of years of Experience in Manpower services:</p> <ul style="list-style-type: none"> ▪ Years > 10 years 05 marks ▪ Years < 10 years 02 mark 	05
4	<p>Satisfactory performance certificates from Two different existing clients</p> <ul style="list-style-type: none"> ▪ 2 certificates 05 marks ▪ 1 certificate 02 marks ▪ 0 certificate 0 marks 	05
5	<p>Presentation: Understanding of tendered work & showing the methodology of work plan</p>	20
	Total	50

GNLU reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation, GNLU may seek for clarifications from any or all Bidders.

The Technical Score (TS) is

TS = The sum of marks awarded to the bidder by the Technical Committee as above

b. Financial Evaluation:

The evaluation of the Financial bid will be of only those bidders who have qualified in the Technical Evaluation phase.

The bidder who has quoted the lowest price will be assigned a score of 30 in the financial bid. Other bidders will be assigned a score relative to the score of bidder with the lowest quote as below:

$$FS = 30 * FI / F$$

Where: FS = The financial score of the Financial Proposal being evaluated

FI = The price of lowest-priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

c. Consolidated QCBS Evaluation

The Combined Score (CS) of the QCBS shall be calculated as below:

$$CS = TS + FS$$

2.8 Award of Contract

Based on the QCBS, the Combined Score (CS) shall be used to rank the bidders. The Bidder with highest Combined Score shall be awarded the contract. In the event that two or more Bidders get the same Combined Score (CS), the Bidder with higher Technical Score (TS) shall be awarded the contract.

The work must commence within a week of the signing of the Contract. The Decision of the University in matters relating to award of contract shall be final and binding.

2.8 Scope of work

The contract for providing the manpower in outsourcing is likely to commence from January 2023 and would continue for a period of one year. The period of the contract may be further extended beyond the original term, provided the requirement of GNLU, Silvassa for such manpower persists at that time. The Contract may be curtailed /terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in GNLU Silvassa requirements etc. GNLU Silvassa, however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider.

GNLU Silvassa has initial requirement purely on a temporary basis of 50 Skilled/Unskilled/Semiskilled Manpower. The requirements may increase/decrease marginally in any/all the categories/designation or GNLU may seek deployment of personnel of any category designation as well.

The agency need to provide the monthly salary slip, EPF & ESIC deposit slip to all the employees working under the agency.

There will be no other deductions except EPF, ESIC, Professional Tax & Income Tax (those who are fall under the Income Tax Act).

Scope of EoI for Manpower Management

QUALIFICATION AND EXPERIENCE PRESCRIBED FOR VARIOUS SERVICES / MANPOWER

Part-I

Un-skilled, Semi-skilled and Skilled – Qualifications and Experience will be as prescribed by the Gujarat National Law University at the time of submitting the requisition.

Part-II

Highly skilled/Technical/Professional/Supervisory – Qualifications and Experience will be as prescribed by the Gujarat National Law University at the time of submitting the requisition.

Note: Tentative requirement of manpower:

Approximately 50 in combination of above categories depending on the requirement of the University from time.

The above requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any additional requirement/variation of manpower including qualifications shall be communicated to the Agency at the sole discretion of GNLU Silvassa which will be final and binding as and when the need arises during the period of contract.

3. GENERAL CONDITIONS OF CONTRACT

INTERPRETATION

In the event of any difference in the interpretation of any of the clauses of the service contract and/or the Tender documents, the clarification given by the Director of Gujarat National Law University, Gandhinagar shall be final and binding on the Parties.

TENDER FEE

An amount of Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) as tender fee (non-refundable) is to be paid. The payment shall be made by Demand Draft from any Nationalized Bank and paid in favour of "Gujarat National Law University", payable at Ahmedabad. Bids without Tender Fee will not be accepted. This should be enclosed separately in an envelope and stapled with the Bid document super-scribing Tender fee.

EARNEST MONEY DEPOSIT (EMD)

An amount of Rs. 1, 00, 000/- (Rs. One lakh only) in the form of Demand Draft from a Nationalized /Scheduled Bank drawn in favour of 'Gujarat National Law University, Gandhinagar,' payable at Ahmedabad as EMD should be enclosed separately in an envelope and stapled with the Technical Bid document super scribing EMD. Any bid without EMD will be summarily rejected. No interest is payable on EMD. EMD will be refunded to the unsuccessful bidder, after 15 days from the completion of the tender process. EMD shall be valid for at least 45 days.

PERFORMANCE GUARANTEE

- i. The Successful Bidder shall have to execute an agreement on Non-Judicial Stamp Paper of appropriate value and shall be required to furnish performance guarantee in the form of unconditional Bank Guarantee as per GR no. EMD/10/2020/38780/DMD dated 20th April 2020 within 45 days from the date of issue of Work Order/Award of Contract from any Nationalized Bank in favour of Gujarat National Law University, Payable at Ahmedabad. Such performance guarantee should be valid for a period of 01 year and 90 days. The performance guarantee shall be equivalent to 10% of the Contract Value. No interest is payable on such security deposit.
- ii. Performance guarantee shall be furnished in favour of "Gujarat National Law University".
- iii. In case of failure to deposit the above amount of performance guarantee within stipulated time, the EMD deposited shall be forfeited by GNLU.
- iv. After successful completion of the work, the performance security may be returned to the concerned bidder, upon written request.
- v. No interest will be paid by the University on the performance security.
- vi. Performance guarantee may be forfeited in full or part in the following cases:
 - If the terms and conditions of contract are breached.
 - If the Bidder fails to provide service satisfactorily.
 - If contract is being terminated due to non-performance of the Bidder.
 - Notice of a reasonable time will be given in case of forfeiture of security deposit.

The decision of the University shall be final in this regard.

- vii. Failure of the successful Bidder to comply with the requirement of furnishing the requisite Performance guarantee in time shall constitute sufficient grounds for the annulment of the award, in which case, the University reserves the right to award the work to the next best ranked Bidder or may call for fresh bids.

4. RESPONSIBILITIES OF THE CONTRACTOR

- Strict compliance of the terms and conditions of this document. The staff employed by the contractors shall be subject to inspection by the authorized officers of GNLU, Silvassa;
- The contractor shall make payments to its employees in strict observance of Minimum Wages Act. Any failure on the part of the contractor in this regard will entail termination of the contract and forfeiture of the security Deposits in addition to other penal action as per law.
- The contractor shall maintain a log book under the Supervisor's care in which daily attendance of the staff shall be marked to ensure that required number of persons have been engaged.
- The logbook maintained by the Supervisor of the Contractor shall be shown daily to the authorized officers of GNLU, Silvassa during morning hours and at any other time on demand.
- The contractor shall ensure that the Supervisor supervises all the jobs and attends to complaints personally;
- Supervisor shall take care of any complaints regarding unsatisfactory jobs and shall, in addition, attend to any other job assigned by the authorized officers of the GNLU, Silvassa.
- The contractor shall be responsible for the discipline of its personnel deployed at GNLU, Silvassa premises. Any failure in this regard will be viewed as breach of contract leading to forfeiture of security Deposits and other action, as deemed fit by GNLU, Silvassa.
- The contractor shall ensure that property of GNLU, Silvassa is not damaged due to negligence of contractor's employee while on duty at GNLU, Silvassa. In case of any damage, the contractors shall be responsible to make payment for the losses;
- The contractor shall deal and settle the matters connected with service matters /conditions of its employees etc., and shall make sure that no labour problem is passed on to GNLU, Silvassa under any circumstances. All precautions shall be taken by the Contractor to ensure that no liability on account of its personnel deployed to serve the GNLU, Silvassa is in any condition passed on to GNLU, Silvassa.
- The contractor shall provide Identity Card and ensure that they are properly attired. GNLU, Silvassa shall not be responsible for any claim of whatsoever nature against the contractors from third party including claims, if any, from the personnel employed by the contractors and deployed at the GNLU, Silvassa.
- The contractor shall submit character verification of the workers deployed at GNLU, Silvassa from the Police Authorities upon award of contract.
- The contractor should indemnify the GNLU, Silvassa at all times against all claims, damages or compensation under provisions of payment Wages Act, 1936; Minimum

Wages Act, 1948; Employer's Liability Act, 1938; the Workmen compensation Act, 1923; Industrial Disputes Act, 1947; The Maternity Benefit Act, 1961; Gujarat Shops and Essential Commodities Act including any amendments to the said acts or any other law relating to such contracts made hereunder from time to time by Central or State Governments or any other Authorities. GNLU, Silvassa shall not be subjected to own any responsibility under the provisions of any such Act, Law or Rules.

- The contractor/service provider shall appoint a controlling officer/coordinator to ensure coordination between university and the contractor/service provider.
- The contractor should make adequate inquiries about the character and antecedents of the persons whom they will be deploying. The contractor shall verify and submit the details, if any, including Police records/cases are pending against them.
- The contractor has to provide Photo identify Cards to the persons employed by them for carrying out the work. These cards are to be constantly displayed & their loss must be reported immediately to the University.
- The contractor's personnel working in Gujarat National Law University should be polite; cordial positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the Gujarat National Law University.
- The contractor shall be responsible for any act of indiscipline on the part of persons deployed. The contractor shall not appoint/sublet any sub company/agency to carry out any obligation under the contract.
- The contractor will replace any of its personnel immediately, if they are found unacceptable to the Gujarat National Law University for any reasons including, security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving instructions from the Gujarat National Law University.
- It is the responsibility of the contractor to comply with prevailing rules and regulations in respect of hiring and supplying manpower as per state Govt. Rules & Regulations.
- Gujarat National Law University shall not be liable for any loss, damage, theft, burglary, robbery of any personal belongings, equipment or vehicles of the personnel of the contractor.
- The contractor's personnel shall not divulge or disclose to any person any details of office, operational process, technical know-how of Manpower arrangements and administrative/organizational matters as all are of confidential/secret nature that can attract legal action against the contractor.
- The contractor's personnel or their legal heirs under no circumstances shall claim any benefit/ compensation/absorption/regularization of services in the Gujarat National Law University under the provision of Industrial Disputes Act, 1947 of Contract Labour (Regulation & Abolition) Act, 1970 or any other Act of the Central/State Government. Undertaking from the person(s) to this effect will be required to be submitted by the contractor to the Gujarat National Law University.
- The contractor shall ensure proper conduct of personnel deployed in office premises and ensure, enforce prohibition of consumption of alcoholic drinks, pan,

smoking, interaction with media, loitering without work and will be required to comply with the Regulations/notices/circulars issued by the University from time to time.

- The contractor shall engage the necessary personnel as required by the Gujarat National Law University from time to time. The personnel engaged by the contractor shall be employee of the contractor and it shall be the duty of the contractor to pay their salary every month in time. There is no Master & Servant relationship between the employees of the services provider and the University. Further the said person(s) of the contractor shall not claim any benefit from the Gujarat National Law University. Also the contractor shall not stop the payment of salary to the engaged personnel on account of delays attributed to the Gujarat National Law University, if any.
- The Contractor will submit the bills in triplicate in the 1st week of every month for payment to the GNLU. The payment will be made after necessary deduction in terms of non-permissible absence of the personnel including penalty if any. The contractor shall pass on all the statutory charges (i.e., PF, ESI, Bonus, LWF, Leave, etc.) including minimum basic wages and such other benefits paid by the University directly to the persons deployed, on monthly basis.
- There shall be an automatic increase in the minimum wages of the personnel provided by the contractor consequent upon any increase on such account effected by any Govt. rules, orders, however, otherwise the rate quotes finalized through Tender shall remain fixed throughout the continuity of the contract.
- The transportation, food, medical and any other statutory requirement under the various Act/Govt. Regulations in respect of each personnel of the contractor will be the responsibility of the service provider. This shall include payment of PF, ESI and Service Tax etc. The service provider shall have to furnish the details of every such payments deposited to the respective authorities including PF, ESI etc. in respect of deployed personnel in the University every month prior to the bills submitted for the reimbursements of the actual charges for the services rendered during the month.
- The contractor shall have to pay the wages and salaries to the personnel deployed in their respective bank accounts.
- If necessary Gujarat National University may prescribe the take home wages/remuneration amount for particular type of personnel if it thinks fit, (which will be equal or more than minimum prescribed wages laid down for type as per existing law/ regulations), the contractor shall be liable to comply with the same.
- Reporting hours including working hours of such personnel deployed will be as per the requirements of the Gujarat National Law University.
- The contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the Gujarat National Law University.
- The contractor shall provide a substitute to the university well in advance if there is any probability of the person leaving the job due to any reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the contractor.
- The Departments concerned and office of Gujarat National Law University will certify the performance and attendance of manpower and issue a certificate of

satisfactory services of manpower duly signed by the concerned official. This certificate has to be enclosed with the bills every month to the Accounts section of the University.

- Payments to the contractors would be strictly on certification, by the office with which he/she is attached, that his services were satisfactory and attendance as per the bill forwarded by the contractor.
- In case of any accident to the personnel employed by the contractor/ agency during the 24 Hours, the contractor/agency alone is liable to pay workmen's compensation and any other statutory dues or payments and the GNLU shall not be liable for any payment of such kind. The contractor shall obtain adequate insurance policy/policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc. The contractor shall be responsible for the safety and security of the Personnel deployed for duty in the office.
- The contractor, controlling officer shall be contactable all the time and message(s) sent by E-Mail/Fax/Phone/Mobile Phone from the University Office to the contractor shall be acknowledged immediately on receipt on the same day. The contractor shall ensure every day that the minimum manpower has been complied with.
- The Successful Manpower Agency shall provide Manpower services on all week days including on all working days, holidays.
- Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by GNLU Silvassa and decision of the GNLU Silvassa will be final in this regard. In case GNLU Silvassa in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the GNLU Silvassa and upon so being notified by GNLU Silvassa, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to GNLU Silvassa.
- The personnel shall be available for work on all office days (As per the Academic Calendar issued by the GNLU) from 9.00 a.m. to 5:0 p.m. However depending upon the exigencies of work, the personnel may be required to work late beyond office hours or on closed holidays.
- The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the GNLU Silvassa.
- The service provider shall be responsible for all injuries and accidents to person employed by him/her. The worker shall be insured against personal accidents arising out of and during course of their duties.
- In the event of injury, illness or accidents to any worker, GNLU Silvassa will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen Compensation Act.
- The service provider shall in no case pay its employee less than the minimum mandatory rates per day in accordance with the Minimum wages fixed by Government and a record of that should be kept in a register, which may be made available for examination to GNLU Silvassa as and when demanded.
- The workers employed by the Contractor shall be agency's sole employees and GNLU Silvassa shall not have any relation whatsoever with the employees of the

Contractor. He will be fully responsible for their acts, conduct and any other liability.

- The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for GNLU Silvassa. The contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at first instance and may lead to termination or recurring instances. This is without prejudice to any other right available to GNLU.
- GNLU Silvassa shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
- The Agency shall not sub-contract the services of personnel sponsored by them.
- GNLU Silvassa reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be Not Satisfactory.
- GNLU Silvassa is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.
- The Successful Agency will be required to deposit Performance Bank Guarantee/ FD from Scheduled Bank equivalent to 10% of yearly contract value on the award of contract. The Performance Bank Guarantee/FD from Scheduled Bank should be valid up to 3 months beyond the date of expiry of the contract.
- In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the GNLU Silvassa shall have the right to claim the damages from the Agency.
- The Contract shall keep the University indemnified through a fidelity bond of Rs.1,00,000/- (Rupees One lakh only) issued by a reputed insurance company against loss caused to the University employees deployed by the Contractor at various points. The contractor will be liable for paying for any loss caused to the University. In case any employee of the Contractor so deployed enters into dispute of any nature whatsoever it will be the sole responsibility of the Contractor concerned to contest the same. In case University is also made party and is required to counsel fee and other expenses shall be paid to the University by the Contractor. Further, the contractor shall ensure that no financial or other legal liability of any nature comes on the University in this respect.
- The University shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Performance Bank Guarantee of the Contractor.
- In case of any deficiency in services by staff so deployed on contract basis, provide lesser number of manpower then the minimum required or in the case of disobedience by the staff so deployed on duty, the Registrar, GNLU Silvassa or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to Rs.1,000/- (Rupees one thousand only) for each such occasion

after giving him an opportunity of being heard in person. The decision of the Registrar, GNLU Silvassa shall be final and binding on the contractor.

- In the event or exigencies arising due to the death, infirmity of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Registrar, GNLU Silvassa may further deem fit in public interest or revoke the contract, namely:
 - a) Legal heirs, in case of sole proprietor
 - b) Next partners, in the case of company of firm
 - c) Otherwise the Registrar, GNLU Silvassa shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.
- No party shall be allowed to be represented by the lawyer during any investigation enquiry, dispute or appeal.
- The Courts at Ahmedabad only shall have the jurisdiction for the purpose of this agreement.
- In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Registrar, GNLU Silvassa or his nominee on mutual agreement between both the parties.
- The award of such Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his/her office or resigning or refusing to work or neglecting his/her work or being unable to act for any reason whatsoever the Director, GNLU Silvassa shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. The Arbitration and Conciliation Act, 1996, which came into force on 25/01/1996, shall deem to apply to arbitration proceedings. The venue of the arbitration shall be Gandhinagar.
- The Contractor shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over whenever required by GNLU Silvassa.
- The contractor will be responsible for opening individual EPF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills.
- The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with GNLU Silvassa.

- That, services of the manpower provided by the contractor to the GNLU Silvassa shall be initially for a period of one year commencing from the award of contract and may be extended further by another year subject to satisfactory performance and compliance of all terms and conditions of agreement which will be signed by both the parties within 7 days of issue of letter of award. The cost of stamp paper etc. will be borne by the Agency. Subsequent extension on satisfactory performance will be at the sole discretion of GNLU Silvassa.
- The contractor alone shall exercise the control over the personnel deputed and beyond the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor.
- That, the contractor will submit a copy of Appointment Letter along with Bio-data to the University as and when the person is deployed at GNLU Silvassa for and up to the period of duration of his contract with the University.
- That, the contractor will submit the EPF/ESI account of each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the University for information.
- That, it is further understood and agreed between the parties that any changes in the payments structure viz ESI, PF, Bonus, gratuity and service tax etc. as per the change in the law are recoverable from the client within the said statutory provisions of law. The service providers will be raising bill to GNLU Silvassa accordingly. University will have all rights to recover the amount paid in excess due to change in statutory provisions if any.
- That, all the payments to be made for the services provided by the contractor shall be made directly to the contractor who will raise the bills accordingly on monthly basis. No payments shall be made directly to the personnel so deputed by the contractor.
- That, the rates to be paid to the contractor should not be less than Minimum Wages Act and other rules and regulations as applicable and notified from time to time in the official gazette/ Government.
- That the rates entered into between the contractor and GNLU Silvassa for the purpose of supplying the aforesaid services on outsource basis can be revised by mutual agreement during the currency of this contract of revisions of rates as applicable in case of Govt. of India.
- That, the contractor shall make sure that the manpower so provided by them shall be with Photo identity card issued by the agency. These cards are to be constantly displayed and their loss reported immediately.
- The personnel shall observe such timings as are prescribed by GNLU Silvassa from time to time. In the absence of any specific times having been provided for by GNLU Silvassa normal office timings shall be followed. In case on certain

occasion the office needs to be operated over time, no over time shall be payable.

- That, the outsourcing agency would be responsible for maintenance of the leave record of the personnel engaged by the agency. The leave applications of the outsourcing manpower would be forwarded to the outsourcing agency and the agency would be responsible to keep record of their leave and follow the relevant rules raise the bill accordingly.
- That it will be the full responsibility of the contractor to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling agency, duly furnishing a copy to GNLU Silvassa.
- That, GNLU Silvassa shall not be liable for any default on the part of the contractor on his failure to fulfill the statutory requirements and the liability shall be the contractor's alone.
- That no accommodation, any other allowance over and above the amount given to the personnel so employed shall be provided for by GNLU Silvassa under this agreement. GNLU Silvassa is at liberty to change this clause as and when needed.
- That the contractor shall be responsible for any loss or damage caused or suffered by GNLU Silvassa on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of GNLU Silvassa by any act or omission on the part of contractor's employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of GNLU Silvassa. The decision of the Director GNLU Silvassa shall be treated as final in this regard after the said enquiry.
- That the bio-data of each personnel so provided for the outsourcing shall be supplied to GNLU Silvassa along with a copy of police verification upon the identity and the testimonials of qualifications etc. Before changing any personnel so provided prior information shall be given to GNLU Silvassa.
- An attendance register shall be maintained by the contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in the GNLU Silvassa office and the payment, shall be made to the contractor on the basis of attendance register.
- That in case of any disciplinary inquiry to be conducted against any delinquent personnel provided for by the Contractor to GNLU Silvassa, the same shall be held by the Officer of the Contractor, in consultation with the Registrar of the GNLU Silvassa.
- That in case of any dispute arising out of this agreement between the contractor and GNLU Silvassa, the same shall be referred to the sole arbitration of the

concerned officer as appointed by the Registrar GNLU Silvassa, who may him/her self-take cognizance of the matter or depute/ nominate any officer of the said Institute or any other person who's decision shall be final and binding between the parties. Such arbitrator shall give a seasoned award. An officer of GNLU Silvassa, in case he/she is nominated, as the sole arbitrator shall cease to be so in case he resigns, retires, suspended or his/her services are terminated or otherwise cease to be an officer University. A new arbitrator shall be nominated by the Director GNLU Silvassa in such as eventuality. Supply of services, personnel (manpower) shall however continue to be supplied by the contractor under the terms of this agreement. The submission of any dispute to the arbitrator shall not prejudice the rights of the contractor in any manner whatsoever.

- That the courts covering the area of GNLU Silvassa only shall have jurisdiction to entertain, try and to decide any dispute arising out of this contract/ agreement.
- That this agreement can be terminated by either party on giving prior notice in writing (without assigning any reason) as per corresponding terms of termination of contract.
- The persons provided by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and administration of the contractor and in no case, a relationship of employer and employee between the said employee and the GNLU Silvassa shall accrue/ arise implicitly or explicitly.
- It is further agreed that the personnel so employed by the contractor and deputed in the office of GNLU Silvassa shall have no right to employment against any post of the University (GNLU Silvassa). It is further agreed that their services are being taken on a purely contractual basis/ outsource basis and GNLU Silvassa reserves the rights to do away with the agreement as and when so required without assigning any reason.
- The Contractor will abide by all the terms and conditions stated herein and directions given to him from time to time as per the need of the hour.
- The contract shall commence from and shall continue till unless, it is curtailed or terminated by GNLU earlier owing to reasons of deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or for any other reason or Non-compliance with any relevant labour laws or change in requirements of the GNLU or for any other reasons as stipulated in the contract to be entered into with successful bidder. The contract shall automatically expire on, unless extended further by the mutual consent of contracting agency and GNLU.

- The contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the successful service provider and GNLU.
- The contracting Service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of GNLU.
- The bidder will be bound by the details furnished by him/ her to GNLU while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- The GNLU reserves right to terminate the contract during initial period also after giving a one month's notice to the selected Manpower Service Provider.
- Place of Duty, Working Hours and Punctuality:
 - a. The personnel so deployed shall have to report for duty at the above places or a new location, in case there is change of office within NCR. No extra liability on this account will be borne by GNLU.
 - b. The normal working hours of the GNLU will be from 9:00 a.m. to 5:00 p.m.
 - c. The personnel deployed shall work from 9:00 A.M. to 5:00 P.M. on all working days. If need arises, the staff deployed shall have to sit beyond normal hours or attend the Office even on Saturday/Sunday/Gazetted Holidays (as per work requirements). In case such a person is asked to work beyond hrs, he/she shall be entitled to a late sitting/overtime payment at double the rate of 1/8th of his/her daily wage. The formula for arriving at the no. of overtime hours beyond 18:30 hours is to be taken as under:
 - i. Up to First half an hour but not less than 15 minutes is to be treated as half hour and
 - ii. There after every period not less than 15 minutes and up to half an hour is taken as half an hour. Ex: A person working for 2 hours and 15 minutes will get overtime allowance for 2½ hours."
- The manpower so deployed shall have to strictly adhere to punctuality with regard to office timings.. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction of wages/ salary for one day will be made.
- The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the GNLU, so that optimal services of the persons deployed by the agency could be availed without any disruption.
- Security Considerations: The persons deployed by the Man Power Service Provider should not have any adverse back ground. The agency shall verify the Police antecedents of the persons whom they are recommending. Any person

deployed by the service provider shall not indulge in criminal act or should have criminal cases against him/her. The agency should make adequate enquiries about the character of such persons or later it is found otherwise, the services of the agency can be dispensed with.

- The copies of appointment letter issued to the personnel deployed by the agency in the Authority shall be provided to the Authority for verification.
- The Service Provider will provide to the Authority a list of all personnel so deployed with permanent and present address along with their latest photographs.
- The Manpower Service Provider shall provide a substitute in the event of any person remaining absent for more than two consecutive days for any reason. In case of delay by the Manpower Service Provider in providing a substitute after expiry of two days absence GNLU shall be compensated @ Rs.150/- (Rs. One Hundred and Fifty) only per day starting from the day from which the person has been absent, besides deduction in payment on pro-rata basis and which shall be deducted from the monthly bills of the service provider in the subsequent month. GNLU shall not be required to prove any actual loss sustained by it for seeking such compensation
- The manpower service provider shall provide substitute well in advance if there is any probability of the staff deployed leaving the job of the agency due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the service provider.
- It shall be responsibility of the Service Provider to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider has to ensure that all its employees deployed in GNLU invariably wear ID card during office hours.
- The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.
- The Service Provider shall replace within twenty four hours confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from Authority. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason.
- GNLU shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.
- The Service Provider shall be responsible for any damages done to the property of the Authority by the personnel so deployed. GNLU will be free to recover it from the security deposit given by the Service Provider or from any other dues.

- The Service Provider's personnel working in efficient while handling the assigned work and their actions should promote good will and enhance the image of the Authority. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- The Man Power Service Provider should make suitable arrangement for supervision(through deployment of regular supervisory staff) of the manpower supplied and other related works at their own cost.
- The Manpower Service Provider shall be responsible for making payment directly to the deployed manpower by 5th of each month.
- The entire financial liability in respect of manpower services deployed in GNLU shall be that of the service provider and GNLU will in no way be liable for the same.
- For all intents and purposes, the service provider s different Labour Legislations in respect of manpower so employed and deployed in this GNLU. The persons deployed by the service provider in the GNLU shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against GNLU or claim any employment in GNLU.
- The service provider shall be solely responsible for the redressal of grievances if any of its staff deployed in GNLU. The GNLU shall, in no way, be responsible for settlement of such issues whatsoever.
- The GNLU shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- The staff deployed by the service provider shall not claim nor shall been titled to pay, perks and other facilities admissible to regular / confirmed employees of the GNLU during the currency or after expiry of the contract.
- In case of termination of this contract on its expiry or otherwise, the staff deployed by the service provider shall not be entitled to and will have no claim for any employment in the regular / or any other capacity in GNLU.

4.1 Validity, Extension and Termination of Agreement:

- (1) The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every 6 months and will be extendable further for a period of one year at the discretion of the Gujarat National Law University after expiry of the contract.
- (2) The successful Bidder has to convey acceptance of Letter of Intent (LOI) within 07 working days of receipt of Letter of Intent (LOI).
- (3) GNLU, Silvassa may at any time terminate the services agreement with immediate effect by giving written notice to the successful Bidder, if the successful Bidder becomes bankrupt or otherwise insolvent and for any breach of the agreement, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GNLU, Silvassa.
- (4) The successful Bidder can terminate the agreement by giving with three months' prior notice to the GNLU, Silvassa. The GNLU, Silvassa also reserves the right to claim from the successful Bidder for any loss sustained for their misuse of space / not abiding by the Law of the Land /causing damages to the main structure in or outside of the office Space allotted to them.
- (5) Sub-letting/sub-contracting is not permitted. That on the expiry of the agreement as mentioned above the agency will withdraw all its personnel and clear its personnel's accounts by paying their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.

4.2 Rates

- (1) The rates offered by the Bidder shall be inclusive of all Govt. Taxes / Levies, statutory contributions, cesses, insurance etc. or any other taxes that may be imposed by any authority in future, which are to be settled and born on equitable basis by the Successful Bidder without any liability on GNLU, Silvassa.
- (2) The stamp duty and registration charges will be borne by the contractor.
- (3) All expenses for the execution of contract, service Agreement shall be borne by the Successful Bidder.

4.3 Penalty

- (1) The contractor shall provide the required number of manpower within a period of two weeks from the date of the contract agreement and failure to comply with the same or found deficient in service shall invite penalty fee on per day basis of 5,000/- or forfeiture of the security Deposit and legal proceeding for the omission/deficiencies in service.
- (2) In the case of unsatisfactory performance on the part of the contractors of their personnel, GNLU, Silvassa shall be at liberty to deduct upto 25% of monthly-billed

amount. This 25% will be in addition to the deductions made on account of non-supply of materials and absence of personnel of the contractors.

- (3) In extreme case of defaults by the Agency in providing required manpower for three times, service contract will be terminated at the discretion of the University including forfeiture of the security Deposit.
- (4) Successful Bidder will be liable for any other Taxes/Charges in addition to the manpower Charges/ license fees including the statutory contributions, which should be borne by them. No way GNLU, will Gandhinagar be held responsible for the same. In the event of any such payment is to be made by GNLU, Silvassa, GNLU, Silvassa reserves the right to terminate the contract forthwith with forfeiture of the security Deposit.

4.4 Recovery of Sum Due:

As per the service contract entered between GNLU, Silvassa and the Successful Bidder(s), if any sum of money is recoverable from the successful Bidder, GNLU, Silvassa shall be entitled to recover such sum by appropriating in part or full from the Security deposit already deposited by the Successful Bidder(s).

4.5 Interpretation:

In the event of any difference in the interpretation of any of the clauses of the service contract and / or the Tender documents, the clarification given by the Registrar of Gujarat National Law University, Gandhinagar shall be final and binding on the Parties.

4.6 Settlement of Disputes:

In case of any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, application, meaning scope of operation or effect of the service contract or the validity of the breach thereof, both the parties shall make every effort to resolve the same amicably by mutual consultations. If the Parties fail to resolve within 21 days of its occurrence, then the matter shall be referred for settlement to The Director, Gujarat National Law University, Gandhinagar and the award made in pursuance thereof shall be binding on the Bidder. In case, if the Bidder is not satisfied with the decision of the Director, GNLU, any dispute whatsoever shall be subject to the jurisdiction of Gandhinagar Courts only.

4.7 Force Majeure

In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the vendor shall within a week from the commencement thereof, notify the same in writing to GNLU with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, except

those which had occurred under any other clause of this contract prior to such termination. If the University is closed due to the lockdown notification issued by the Central/State Government due to increase in Covid-19 cases or any other pandemic circumstances or any other reasons, the university reserve the rights to availing services from the contractor (or) avail the services with less number of manpower.

PROFORMA FOR TECHNICAL BID

The Technical proposals to be submitted by the bidder shall contain the requisite information in the sequential manner with list of all supporting documents in support of their claim as prescribed below:

S. No.	Description	Details
1	Name of the Firm	
2	Contact details along with Email IDs, Phone Numbers	
3	PAN /GOI registration any other document (specify)	
4	GST Registration No. (Please attach copy)	
5	Firm Registration	
6	Latest GST Return (Please attach copy)	
7	Name of the Proprietor/Partner/Director	
8	The Bidder should provide Self declaration certificate for acceptance of all terms and conditions of the tender documents in original letter head of the firm/agency (Y/N)	
9	Firm should be neither blacklisted by any government dept. nor is any criminal case registered pending against the firm or its owner/partners anywhere in India	
10	The agency must have registered/branch/local office at Gandhinagar/Ahmedabad	
11	The Bidder should be approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Outsourcing Services. Copy of relevant certificate should be attached. (Y/N)	
12	The Bidder should have a valid license from competent license authority under the provision of contract Labour Act, 1970 and Contract Labour Rules, 1971 (Y/N)	
13	The bidder must have been in existence for the last Five year.	
14	The bidder must have at least 5 years of experience of providing Manpower Outsourcing implemented/implementing Services and atleast three contracts of deployment of Technical Staff, office staff and Executive staff (Group A,B,C & D) to ITs / NIT's / IISERs / IIMs / IIITs/ Central University / Central PSUs during the last 5 years. (Work Order must be attached with the tender document)	
15	The Bidder Should have served for minimum of 3 No. of clients as Manpower Outsourcing Service Provider out of which minimum 2 No. of clients should be of Academic Institute/Universities/Government.	
16	The bidder should attach list of purchase order/work order	

	<p>where the similar type of work executed during the last 5 years as detailed below:</p> <p>(I) Three similar works of 40% of the estimated cost OR (ii) Two similar works of 50% of the estimated cost OR (iti) One similar works of 80% of the estimated cost</p>	
17	Whether the bidder has average annual turnover of at least 3 Crore in last 3 years as per Bid Document? (Y/N)	
18	Bidder should enclose the copy of Income Tax Return of last three Financial year (2018-19,2019-20 & 2020-21)	
19	The Establishment is registered with the Government(Y/N) Please give details of the registration number, licence Number along with document/ evidence	
20	EPF No: ESI Code: (Y/N) (Please Attach Copies)	
21	Whether the bidder has minimum 3 ongoing live sites of Providing Manpower Services in in Autonomous Academic Institutions/Universities/Government ? (Y/N)	
22	Proposal validity of 60 days accepted (Y/N)	
23	Power of Attorney/Authorization for signing the bid documents. (Y/N) (Please attach copy)	
24	Satisfactory performance certificates from Three different existing clients (Y/N)	
25	<p>Details of DD towards Tender fees</p> <p>a) Amount: b) D.D. No. c) Date of issue: d) Name of issuing bank</p>	
26	<p>Details of DD towards EMD</p> <p>a) Amount: b) D.D No: c) Date of issue: d) Name of issuing bank</p>	

Note: Please attach necessary support documents

PRICE BID

To
The Registrar,
Gujarat National Law University,
Knowledge Corridor, Koba,
Gandhinagar, Gujarat 382426.

Sub: Submission of Tenders for supply of Unskilled/Semi-Skilled/Skilled manpower (Part-I) and Highly Skilled/Technician and Professional/Supervisory manpower (Part-II).

Sir,

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Man Power Service Provider .

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender or any such adjustments as may subsequently be mutually agreed between us and GNLU or its appointed representatives.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to GNLU.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with GNLU for provision of Manpower services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the GNLU is true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead GNLU as to any material fact."

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We hereby submit the quotation for various categories of manpower required by GNLU Silvassa as under:

Part-I**Supply of Unskilled/Semi-Skilled/Skilled manpower**

1	2	3	4	5	6	7	8	9	10	11
Sl. No	Type of Manpower	Minimum Wages	EPF	ESI (if applicable)	Bonus	Workmen's Compensation	Leave	Sub Total	Service Charge (in %) of Sub Total	Remarks
1	Un-Skilled	As per GOG	As per Rule	As per Rule	As per Rule	As per Rule	As per Rule			
2	Semi-Skilled	As per GOG	As per Rule	As per Rule	As per Rule	As per Rule	As per Rule			
3	Skilled	As per GOG	As per Rule	As per Rule	As per Rule	As per Rule	As per Rule			

Part-II:**Supply of Highly Skilled/Technical and Professional/Supervisory manpower**

1	2	3	4	5	6	7	8	9	10	11
Sl. No	Type of Manpower	Remuneration	EPF	ESI (if applicable)	Bonus	Workmen's Compensation	Leave	Sub Total	Service Charge (in %) of Sub Total	Remarks
1	Highly Skilled/ Technician	To be decided by GNLU	As per Rule	As per Rule	As per Rule	As per Rule	As per Rule			
2	Professional/ Supervisory	To be decided by GNLU	As per Rule	As per Rule	As per Rule	As per Rule	As per Rule			

Note:

1. GST to be paid extra as applicable.
2. Remuneration for Part-II category will be decided by the authorities of GNLU, Silvassa based on the nature of work and professional requirement of the GNLU, silvassa.
3. The tenderer should quote only Service Charge for Part-I and Part-II separately for manpower supply in financial bid. Service Charge shall only be considered for QCBS evaluation

4. The rate will be revised solely based on the revision of minimum wages as notified by Government from time to time.
5. Rate in Column No.3 basic Minimum Wage + VDA as notified by Government of Gujarat/Dadra & nagar Haveli, Silvassa from time to time. Minimum wage
6. Column No. 4, 5 & 7 as per Rule / Act.
7. Column No. 6 as per Government Rule.
8. Payment to the manpower Service Provider will be made as per actual deployment based on requirement/ working days of the University.
9. If a firm quoted NIL charges / consideration. The bid shall be treated as unresponsive and not be considered. The rates quoted by the tendering service provider should be inclusive of all Statutory/taxation liabilities in force at the time of entering in to contract.

Seal and Sign of Tenderer

DECLARATION

- 1) I, ----- Son /Daughter of Mr. -----
----- Proprietor/Partner/CEO/MD/Director/ Authorized Signatory of
M/s. ----- am 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 hereby convey my acceptance of the same.
- 3) The information/ documents furnished along with the above application are true
and authentic to the best of my knowledge and belief.
- 4) I/ we/ am are well aware of the fact that furnishing of any false information/
fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.
- 5) Each page of the tender document and papers submitted by my Company is
authenticated, sealed and signed, and I take full responsibility for the entire
documents submitted.

Authorized Signatory

(Seal of the Company)

FORMAT FOR INTEGRITY PACT

To,
Gujarat National Law University,
Attalika Avenue
Knowledge Corridor,
Koba – 382426,
Gandhinagar, Gujarat

Sub: “To provide Manpower Services at Gujarat National Law University”

Dear Sir,

I/We acknowledge that GNLU is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by GNLU. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, GNLU shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

**To be signed by the bidder and same signatory competent / authorized to sign the
relevant contract on behalf of GNLU
FORMAT FOR INTEGRITY PACT**

This Integrity Agreement is made at on this..... day of 20.....

BETWEEN

Gujarat National Law University (GNLU), Gandhinagar (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
.....

(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)
(Hereinafter referred to as "Tender/Bid") and intends to award, under laid down
organizational procedure, contract
for..... (Name of work)
hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the GNLU all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the GNLU interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, GNLU

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:

ANNUAL TURNOVER CERTIFICATE ISSUED BY THE STATUTORY AUDITOR

Location:

Date:

From (Name & Address of the Statutory Auditor)

To

The Registrar,

Gujarat National Law University

Attalika Avenue, Knowledge Corridor,

Koba, Koba (Sub P. O.),

Gandhinagar - 382426 (Gujarat).

Ref.:

Sir,

We hereby certify that the average annual turnover of M/s.....
 (Name of the bidder) is not Less than Rs. 3 Crore (Rupees Three Corer) during the last
 three financial years.

Sl. No.	Firm	2018-2019	2019-2020	2020-2021	Average of all the three years
		Amount	Amount	Amount	
1					

Note: Please attach necessary support documents

Yours Sincerely,

(Signature of Authorized Signatory)

Name of the Authorized Signatory:

Seal

Letter of Transmittal

Date:

To,
The Registrar,
Gujarat National Law University,
Knowledge Corridor, Koba,
Gandhinagar, Gujarat 382426

Dear Sir,

We, the undersigned, offer to provide the Manpower service manpower in accordance with your Tender No. PC-05/2022 dated 15/12/2022. We are hereby submitting our proposal, which includes a Technical Bid Sealed duly signed, stamped in a sealed envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

The prices quoted by us in the Financial Proposal are valid till 60 days from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date. Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act and all prevailing regulations of the state as amended by the Government from time to time and shall be fully responsible for any violation.

I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/agency/company doesn't have any existing litigation, never blacklisted by any client in India.

We hereby agree and abide to all the terms and condition.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that Gujarat National Law University is not bound to accept the lowest or any proposal or to give any reason for award, of for the rejection of any proposal.

Yours faithfully,

Place:

(Signature / Name of Authority)

(Seal of Firm with Registration number signatory / Stamp of firm)

DETAILS OF EXISTING CLIENTS
(Provide details of top 3 clients)

S. No.	Name & address of the Institution	Organization (Autonomous Academic Institutions/Universities)	Providing Service since (Year)	Value of work (INR)	Detail of contact person, designation, department, Phone No. & Email IDs
1					
2					
3					

Note: Please attach necessary support documents