



HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA

(Established under the Himachal Pradesh Act No. 16 of 2016)

TENDER FOR SUPPLY OF CUSTOMIZED FABRICATED UNIFORMS FOR STAFF

Himachal Pradesh National Law University, Shimla

**Tender for Supply of Customized Fabricated Uniforms to Himachal Pradesh
National Law University, Shimla**

- 1) Bids in sealed cover are invited for supply of fabricated uniforms as mentioned in the preceding paragraphs of the tender document to Himachal Pradesh National Law University Shimla. Please super scribe the above-mentioned Title, Ref. number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
- 2) The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -
 - a) Bids/queries to be addressed to: **The Registrar, HPNLU, Shimla.**
 - b) Postal address for sending the Bids: **Near 16 Mile, Ghandal, Shimla 171014**
 - c) Telephone numbers of the contact Officer: **0177-2779803,9816546706, 8054930793**
 - d) E-mail ids of contact personnel/Mob No.:- registrar@hpnlu.ac.in,
storesection@hpnlu.ac.in
- 3) This RFP is divided into five Parts as follows:
 - a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - c) **Part III** – Contains Standard Conditions of RFP, which will form part of the tender with the successful Bidder.
 - d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder
 - e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.
- 4) **This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.**

Part I - General Information to Bidders for Supply of Customized Fabricated Uniforms

- 1) Last date and time for depositing the Bids. The sealed Bids should reach this office by 1300 hrs on 04 June 2024. The responsibility to ensure this lies with the Bidder.
- 2) **Manner of depositing the Bids.** The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as "Technical Bid", and "Commercial Bid" as the bid may be. Sealed Bids then shall be put into third envelop for super scribed "Supply of Customized Uniforms to HPNLU" and should also bear the tender ref. no. HPNLU/Store/2024-25/Tender/ 01. The quotes are to be with your firm's name, address, and official seal and ink-signed by an authorized representative of the Tenderer. The same should be addressed to the, **The Registrar, Himachal Pradesh National Law University, Shimla** should be either be submitted by hand or may be send by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delays or non-delivery/ non- receipt of Bid documents.
- 3) **Time and Date for opening of Bids.** Technical Bids will be opened on 06 June 2024 at 1500 hrs. Commercial Bid opening will be intimated subsequently after approval of TEC.(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
- 4) **Pre-Bid Queries.** The representatives of the firms may visit the University or can contact the official as mentioned above for any queries. The queries will only be addressed up to 30 May 2024.
- 5) **Two-Bid System.** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened whose technical Bids are found complete/ suitable after technical evaluation is done by the buyer.
- 6) **Technical Bid.** The technical evaluation will be done by checking the requisite documents as per **Appendix 'A'** followed by evaluation of cloth material as per User specifications. The specifications of the uniform are placed at '**Appendix B**'. The material of cloth & fabrication are to confirm to University Specifications. **The quality of material used for stitching i.e. zip, thread, buttons, embroider etc. will also be criteria for the inspection of uniform.** The decision of Technical Evaluation Committee regarding quality of stitching will be final and no correspondence regarding the same will be entertained thereof. Commercial Bid of firm technically qualifying will only be considered for commercial bid opening.

- 7) **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than the dates specified above.
- 8) **Modification and Withdrawal of Bids.** A bidder may modify or withdraw its bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 9) **Clarification regarding contents of the Bids.** During evaluation and Comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 10) **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 11) **Validity of Bids.** The Bids should remain valid till 180 days from the last date of submission of the Bids.

PART II - Essential Details to Bidders with regards to the Material (cloth) of the Uniform

1. **Schedule of Requirements.** The following uniforms are required to be stitched and supplied to HPNLU Shimla as per following details with in one month of supply/ work order.

<u>S.No</u>	<u>Dress No.</u>	<u>Description</u>	<u>Quantity in</u>
(a)	Security Guard	Trouser Dark Blue (Matty)	84
		Shirt F/S Light Blue, With University logo on Pocket, Spread Collar, Shoulder Strips & Lanyard for Whistle	84
		Cap (Blue) with University Logo (Embroider)on front and "Security" inscription on both side	84
		Belt Nylon with Buckle and hook for baton, Colour - Black and adjustable hooks	84
		Name Talley (Metal)	42
		Baton (Security) Steel with PVC Handle and holding string	42
		Whistle	42
		Sweater (Navy Blue/Ink Blue) with Shoulder strips, Pen Pocket on Left Arm (Bicep) and University Logo on Chest (Embroider)	42
(b)	Drivers/Conductor	Trouser Khakhi (Matty)	26
		Shirt Khaki F/S (Matty) with University Logo (Embroider)	26
		Name Talley (Metal)	13
		Sweater (Black) with Shoulder strips, Pen Pocket on Left Shoulder and University Logo on Chest (Embroider)	13
		Whistle with thread (around neck)	02

(Note: The cloth for fabrication of above Uniforms will be procured by the bidder/vendor and duly provided with the sample alongwith technical bid which is duly vetted by the Technical Committee. The sample image of the cloth is attached for reference.

2. The accessories of the Uniforms are to be used as per following specification:-

- (a) Buttons - Shape of Button has to be common across all garments and color of buttons is to be as specified for each category of Uniforms.
- (b) Zippers - Plastic Slide Fasteners (PSF)
OR Equivalent and color of zipper to be as specified for each category of Uniforms.
- (c) Sewing Thread - 100% Spun Polyester
OR Equivalent.

3. **Technical Details.** As per Appendix 'A' attached with RFP. The technical bid should clearly indicate unconditional acceptance by the bidder of all clauses in the RFP. The technical bid would be evaluated based on the acceptance of RFP clauses and the compliance statement as per **Appendix 'A'**.

4. **Delivery Period** - The delivery of uniforms is to be completed within 30 Days of placing the work order. Please note that tender can be cancelled unilaterally by the Buyer in case items are not received within the stipulated delivery period. Extension of stipulated delivery period will be at the sole discretion of the Buyer, with or without applicability of LD clause.

5. **Delivery and Transportation:-** Delivery of stitched uniforms/ Local delivery at site of buyer will be provided by firm. The uniforms are to be neatly folded and packed in plastic covers and should be delivered in card board boxes with a content card placed on the box clearly bringing out the details of contents.

6. **Consignee details:-** The Registrar, Himachal Pradesh National Law University, Shimla.

7. **Delivery place:-** The Registrar, Himachal Pradesh National Law University, Shimla.

Part III - Standard Condition of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the tender/contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Arbitration.** That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and contractor may agree for arbitration. The Vice-Chancellor, HPNLU, Shimla will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding in the jurisdiction of Shimla. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.

2. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the tender/ Contracts or forbearing to do or for having done or forborne todo any act in relation to the obtaining or execution of the present Contract for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract.

3. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/ Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

4. **Non-disclosure of tender documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the tender or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

5. **Liquidated Damages.** In the event of the vendor failure to submit the Bonds, Guarantees and Documents, supply the stores/goods in stipulated time, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct the liquidated damages to the sum of 0.5% of the tender price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

6. **Termination of tender.** The Buyer shall have the right to terminate this tender in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (15 days) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (e) Unreasonable rates received.

7. **Notices.** Any notice required or permitted by the tender shall be written in the English language and may be delivered personally or may be sent by registered post, pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

8. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the tender/ Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

9. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the **supplies**, irrespective of the fact of infringement of any or all the rights mentioned above.

10. **Amendments.** No provision of present tender shall be changed or Modified in any way (including this provision) either in whole or in part except by an instrument in writing by the tender concluding authority.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the tenderer selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Repeat Order Clause.** The tender will have a Repeat Order Clause, wherein, the Buyer can order up to 50% quantity of the item under the present tender within six months from the date of supply/ successful completion of this tender, the cost, terms & conditions remaining the same. The bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the supply order, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **Payment terms.** The payment terms are as follows:-

(a) Payment will be made within 45 days of delivery of uniforms and submission of all relevant documents and deduction of any statutory taxes etc.

(b) No advance payment will be made.

(c) It is mandatory to the supplier/vendor to indicate their bank account number and other relevant e-payment details so that payments can be made through NEFT.

4. **Risk & Expense clause.** In the event of the successful bidder/contractor to comply with the contractual obligations, The Registrar, HPNLU Shimla at his discretion, will be free to make alternative arrangement at the risk and expenses of the contractor on the prevailing market rates. Expenses incurred on such risk and expense shall be debited from the payment accruing to the contractor in future.

5. **Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its tender obligations, if the affected party within (07 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

6. **Inspection Authority.** The inspection of the Uniforms will be carried out by the University authority and only on acceptance the satisfactory certificate will be issued to the vendor/contractor for submitting bill for payment.

7. **Measurement of Sizes.** The firm would have to take measurements of individuals at the premises of University on the day decided by the University.

Part V - Evaluation Criteria & Price Bid issues of RFP for Supply of Customized Fabrication of Uniform

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:

(a). Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the material/equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the Particular Bidder as per the Price Format given. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(d) The Lowest Acceptable Bid will be considered further for a Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award tender to L1 firm as a whole.

Sd/-
Registrar
HPNLU, Shimla

Schedule of Requirement of Technical Bid

Guidelines for Preparation of Technical Bid: The Technical Bid should contain following information and details so as to enable the board of officers assess the firms financially, technically and infrastructure/ resources wise to undertake the said job:-

- (a) Tender Cost Rs 250/- in the form of DD in favour of Registrar, HPNLU, Shimla
- (b) EMD of Rs. 10000/- (Rupees ten thousand only) in the form of DD in favour of Registrar, HPNLU, Shimla. The MSME firms are exempted for deposit the EMD provided the MSME Reg. Certificate is provided with the bid.
- (c) GST Registration (if applicable).
- (d) PAN copy (Mandatory)
- (e) Registration Certificate (Shop).
- (f) Experience if, any available the copy may be attached.
- (g) Sample of the cloth is mandatory to be attached with the technical bid.

I hereby undertake that I have gone through the tender document and I accept all the clauses in the RFP.

Name of the Agency:- _____

Name of the Bidder:- _____

Signature & Stamp of Agency:- _____



Sample Clothing (Khaki)



Sample Clothing (Shirt)



Sample Clothing (Trouser)

Financial Bid

1. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

<u>S.No</u>	<u>Category</u>	<u>Description</u>	<u>Unit Rate</u>	<u>Material Charges</u>	<u>Stitching Charges</u>	<u>Total Charges</u>
(a)	Security Guard	Trouser Dark Blue (Matty)				
		Shirt F/S Light Blue, With University logo on Pocket, Spread Collar, Shoulder Strips & Lanyard for Whistle				
		Cap (Blue) with University Logo (Embroider) on front and "Security" inscription on both side				
		Belt Nylon with Buckle and hook for baton, Colour - Black and adjustable hooks				
		Name Talley (Metal)				
		Baton (Security) Steel with PVC Handle and holding string				
		Whistle				
(b)	Driver/Conductor	Sweater (Navy Blue/Ink Blue) with Shoulder strips, Pen Pocket on Left Arm (Bicep) and University Logo on Chest (Embroider)				
		Trouser Khakhi (Matty)				
		Shirt Khaki F/S (Matty) with University Logo (Embroider)				
		Name Talley (Metal)				
		Sweater (Black) with Shoulder strips, Pen Pocket on Left Shoulder and University Logo on Chest (Embroider)				
		Whistle with thread (around neck)				

(Note : the charges must included of all the taxes, including transportation etc.)

Name of the Agency:- _____

Name of the Bidder:- _____

Signature & Stamp of Agency:- _____

