

**DIRECTORATE OF TECHNICAL EDUCATION,
VOCATIONAL AND INDUSTRIAL TRAINING
HIMACHAL PRADESH, SUNDERNAGAR, DISTRICT MANDI-175018**
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NOTICE INVITING E-TENDER (NIT)

Tender Reference Number: STV(PT)H&L/Personnel/PTI/M.T/outsourcing -2 **Dated:** 30/10/2026
2736

Proposals are invited through E-tender from registered, experienced, and eligible Manpower Agencies / Service Provider Firms legally registered in India for the **Empanelment of agencies for engagement of Music and Physical Education Instructors** in various Government Technical Education Institutions (TEI's) across in the State of Himachal Pradesh.

The Request for Proposal (RFP) document can be downloaded from the official e-procurement website hptenders.gov.in from 06/11/2026 onwards.

The last date and time for online submission of complete tender documents is 30/11/2026 upto 1.00 PM. The duly completed tender form along with a non-refundable **Tender Fee of Rs. 2,000/- (Rupees Two Thousand only)** and a **Bid Security/Earnest Money Deposit (EMD) of Rs. 50,000/-** in the form of a Demand Draft (DD) or Fixed Deposit Receipt (FDR) pledged in favour of the Director, Technical Education, Sundernagar, H.P. must be uploaded in the e-tender website alongwith all other requisite documents.

Each page of the requisite documents should be signed and stamped by the Authorized Signatory and paginated. The self-assessment sheet/index (prepared by the bidder) for Technical Evaluation should also be uploaded as per the Eligibility Criteria by the bidder. Physical copies of the tender fee and EMD must reach the office of the undersigned before the final date and time fixed for bid submission. The technical bids of the tender will be opened on 30/11/2026 at 03:00 PM in the Conference Hall of the Directorate of Technical Education, Vocational and Industrial Training, H.P., Sundernagar, District Mandi-175018.

All subsequent corrigendum, modifications, and clarifications in respect of this tender will be published only on the website hptenders.gov.in and the departmental website

(<http://techedu.hp.gov.in>). Bidders are advised to visit the websites regularly. The undersigned reserves the right to reject any or all the tender offers without assigning any reason.

Director
Technical Education,
Vocational and Industrial Training,
Himachal Pradesh, Sundernagar

Endst No. STV(IT)HB(4)Permission/PTI/Music Teacher/outsource

Dated: 30/10/2026

Copy to:

1518902-904

1. The Secretary (Technical Education) to the Govt. of Himachal Pradesh, Shimla-2 for kind information.
2. The Director, Information & Public Relation Department, Himachal Pradesh, Shimla-2 with the request to publish this advertisement in two leading newspapers (one English and one Hindi).
3. The Incharge, CCDC Branch/T.O-II (internal) is directed to float the tender on hp tender portal and upload the notice & Tender Document on departmental website.

Digitally signed by
ROHIT RATHOUR
Date: 30-10-2026
160029
Technical Education,
Vocational and Industrial Training,
Himachal Pradesh, Sundernagar

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1. INVITATION OF BIDS

1.1 Electronic bids are hereby invited, under a Two-Bid System (Technical Bid and Financial Bid), from eligible, reputed, and experienced bidders/agencies/firms/academies/organizations regarding Empanelment for engagement/deployment of Music Instructors and Physical Education Instructors in Government Technical Education Institutions (TEI's) across the State of Himachal Pradesh.

1.2 The present tender is intended for Empanelment of service providers for need-based outsourcing of specialized instructional services and shall not be construed as recruitment, direct hiring, or creation of posts under the Government. However, the actual deployment of instructors shall be governed through separate institution-specific Work Order under the Master Empanelment Agreement.

1.3 The Empanelment process shall be governed by the provisions of the Himachal Pradesh Financial Rules, 2009 (HPFR-2009), instructions issued by the Finance Department from time to time, and other applicable guidelines of the State Government.

1.4 The empanelment shall be conducted through the Advertised Tender Enquiry System, ensuring adequate publicity, fair competition, and transparency, as envisaged under HPFR.

1.5 The bids shall be submitted in accordance with the terms and conditions laid down in this tender document. Any deviation from the prescribed procedures may render the bid liable for rejection.

1.6 The bid shall be conducted through e-Tendering mode on the designated hptenders portal of the Government of Himachal Pradesh. Bidders shall submit their bids online in electronic form, in accordance with the instructions provided on the portal and this tender document.

2. IMPORTANT DATES

The schedule of the tender process shall be as under:

Event	Date & Time
Publication of Tender	06.11.2026
Last Date & Time for Submission of Bids	30.11.2026 upto 1.00 pm
Opening of Technical Bids	30.11.2026 at 03:00 pm
Opening of Financial Bids	To be notified separately to qualified bidders

2.1 The Department reserves the right to amend, modify, or extend any of the above dates at its discretion. Such changes shall be notified through hptenders portal, and shall be binding on all bidders.

2.2 In case of any technical failure or downtime of the hptendersportal affecting bid submission, the Department reserves the right to extend the submission deadlines. Such extension shall be notified through the portal and shall be binding on all bidders.

2.3 Any corrigendum, clarification, or addendum to the tender document shall be published on the hptendersportal only. Such modifications shall form an integral part of the tender and shall be binding on all bidders.

2.4 Unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them:

a) “**Agency**” means the empanelled bidder under this bid and engaged for execution of Work Orders issued by Institutions under the Department;

b) “**Bidder**” means an entity participating in the bidding process prior to Empanelment;

c) “**Competent Authority**” means the Director, Technical Education, Himachal Pradesh, or any officer authorized by him/her. For institution-level actions under Work Orders, Competent Authority shall mean Head of Institution unless specifically reserved for Director, Technical Education, Himachal Pradesh;

d) “**Contract**” means the complete legally binding arrangement between the Department and selected Agency including Tender Document, Letter of Acceptance, Master Empanelment Agreement, institution-specific Work Orders, and approved amendments;

e) “**Department**” means the Department of Technical Education, Government of Himachal Pradesh;

f) “**Deployment**” means placement and engagement of instructors by the Agency pursuant to a valid Work Order for performance of instructional services under this tender;

g) “**Empanelment**” means enlistment of an Agency under this tender without any guaranteed deployment of instructors or minimum quantity of work unless specifically provided through Work Orders;

h) “**Head of Institution**” means the Principal or any officer authorized to administer the concerned Government Technical Education Institution;

i) “**Institution**” means a Government Technical Education Institution under the administrative control of the Department;

j) “**Instructor**” means a Music Instructor or Physical Education Instructor deployed by the Agency;

- k) **“Letter of Award” or “Letter of Empanelment”** means the written communication issued by the Department to a successful bidder conveying Empanelment under this tender;
- l) **“Master Empanelment Agreement”** means the framework agreement executed between the Department and the Agency governing overall contractual obligations;
- m) **“Month”** means a calendar month unless otherwise specified;
- n) **“Monthly Billing”** means the gross invoice amount raised by the Agency for a particular Institution for a calendar month, excluding GST;
- o) **“Monthly Payable Amount”** means the net amount payable to the Agency for a calendar month after admissible deductions but before adjustment of penalties.
- p) **“Remuneration”** means the amount payable by the Agency to deployed instructors for services rendered under the Work Order;
- q) **“Service Charges”** mean the administrative/service charges quoted by the Agency;
- r) **“Service Level Agreement” or “SLA”** means the service performance standards and obligations specified in Clause 14 of this tender;
- s) **“Similar Services”** means deployment, outsourcing, engagement, or supply of instructors, trainers, faculty members, coaches, skill trainers, physical education instructors, music instructors, or educational support personnel to Government Departments, educational institutions, universities, PSUs, autonomous bodies, or recognized private institutions;
- t) **“Statutory Obligations”** means obligations arising under taxation laws, social security laws, labour laws, insurance laws, and all other applicable laws, rules, notifications, and Government instructions;
- u) **“Temporary Setup”** means a temporary operational or facilitation arrangement permitted within institutional premises solely for execution of services under a Work Order, without creation of any tenancy or proprietary right;
- v) **“Tender Document”** means comprehensive document with all clauses, annexures, corrigenda, clarifications, amendments, and documents forming part thereof;
- w) **“Work Order”** means the institution-specific authorization issued for deployment of instructors under the Master Empanelment Agreement.

Words importing the singular shall include the plural and vice versa, and words importing one gender shall include all genders, wherever the context so requires.

2.5 In the event of any inconsistency between the Tender Document, corrigenda, Letter of Empanelment, Master Empanelment Agreement, Institution-specific Work Order, or approved amendments, the following order of precedence shall apply:

- (i) Corrigenda/Addenda
- (ii) Tender Document
- (iii) Letter of Empanelment
- (iv) Master Empanelment Agreement
- (v) Institution-specific Work Order
- (vi) Subsequent written amendments approved by the Department.

2.6 All annexures appended to this Tender Document shall form integral part of the Contract. Compliance with formats, declarations, registers, undertakings, reporting requirements, and procedural requirements prescribed in the annexures shall be mandatory unless otherwise specifically exempted by the Department in writing.

2.7 In case of inconsistency between the main tender provisions and annexures, the provisions of the main tender shall prevail unless the annexure specifically supplements operational, procedural, reporting, or format requirements.

3. OBJECTIVE

3.1 The objective of this Empanelment is to facilitate holistic development of students enrolled in Government Technical Education Institutions by providing structured and professionally managed programs in folk music, folk dance, sports, physical education and fitness.

Brief information of the Music and Sports related activities conducted in the Institutes under this department:

- a) Folk Music & Dance: The government institutes under this department conducts a folk music and dance competition in each session as an extra co-curricular activity competition during institutional, district and state level sports meet. Also, trainees participate in various national and state days/ functions with their folk music and dance performance. Since this is not a regular activity therefore no professional has been engaged till date by the Govt. All these activities are undertaken through local funds of the institutes.

The activities under this are:

- i. Folk Song
- ii. Folk Dance
- iii. Group Song
- iv. Skit having moral message

- b) Sports Activities: The government institutes under this department conducts institutional, district and state level sports meet in each session in the first half of every year. Generally, two to three month are required to complete institutional, district and state level sports meet in a session. Since, this is not a regular activity, therefore, five of the big Industrial Training institute have PTI cum Hostel Superintendents, rest of the Industrial Training institute do not have any sports instructors. All these activities are undertaken through local funds of the institutes.

The activities under this are:

- i. Kabbadi
- ii. Kho-Kho
- iii. Badminton (Singles& Doubles)
- iv. Volleyball
- v. Basketball
- vi. Athletics

The requirement is to train the trainees in above area as per the requirement of the concerned institute. It is worth mentioning here in case of music and dance that every district have its own folk songs/music/dances. Also, all institutes may not participate in every/all activities.

3.2 The Empanelment aims to:

- a) Ensure availability of qualified and certified instructors on demand;
- b) Institutionalize extracurricular and co-curricular activities;
- c) Enhance student engagement, discipline, and overall well-being;
- d) Enable institutions to engage instructors in a flexible and need-based manner, without creating permanent financial or administrative liabilities.

4. SCOPE OF WORK

4.1 The Agencyreceiving institution-specific Work Ordershall be responsible for the deployment and management of qualified Music and Physical Education Instructors in that institution as per requirements communicated from time to time.

4.2 The scope of work shall include, but not be limited to:

- a) Providing suitably qualified and experienced Music and Physical Education instructors;
- b) Ensuring punctuality, discipline, and professional conduct of deployed instructors;
- c) Maintaining daily attendance records and submitting monthly attendance reports;

- d) Ensuring timely replacement of instructors in case of absence, resignation, or unsatisfactory performance, within the stipulated period;
- e) Submitting monthly performance reports to the concerned institution;
- f) Assisting institutions in the planning and execution of training sessions, events, and activities;
- g) Aligning instructional activities with the institutional academic calendar, student welfare activities, sports events, cultural programme and examination schedules; and
- h) Ensuring compliance with all applicable statutory requirements, including but not limited to EPF, ESI, GST, labour laws, insurance, and other legal obligations.
- i) The Agency may, where required for effective conduct of training programme, establish a temporary operational setup within the premises of the concerned Institution, subject to prior written approval of the Head of Institution. Such setup shall be purely facilitative in nature, non-permanent, and limited to the duration and scope of the assigned work.

4.3 Deployment of Instructors

4.3.1 Institution-specific Work Orders shall be issued only after recording certificate of requirement, availability of student welfare funds at Institutional level, and administrative approval by the Head of the Institution concerned.

4.3.2 Deployment of instructors shall be strictly on a need basis, and the Department/Institutions shall not be liable to provide any minimum work or assured engagement.

4.3.3 Deployment shall ordinarily be guided by student strength, institutional activity requirements, and availability of student welfare funds at Institutional level.

4.3.4 Deployment of instructors/personnel shall be made only through institution-specific Work Orders substantially in the format prescribed at Annexure-VI, duly issued by the Head of the Institution, specifying the category of instructor, number of instructors, place of deployment, duration of engagement, reporting structure, duty schedule, remuneration, and other operational requirements.

4.3.5 The Agency shall additionally furnish instructors details in the format prescribed at point no.4 of Annexure-I prior to the each event of deployment/replacement.

4.3.6 Deployment exceeding 02 instructors (01 Music and 01 Physical Education) in a single Institution or involving financial implication exceeding ₹10 lakh annually shall require prior written approval of the Director, Technical Education before issuance of Work Order.

4.3.7 The Agency shall deploy instructors within 10 working days from issuance of Work Order or within such shorter period as specified by the Institution in urgent cases.

4.3.8 No deployed instructor shall be substituted or transferred without prior intimation to and approval of the concerned Institution, except in emergency circumstances.

4.3.9 Deployment shall commence only after submission and verification of:

- (i) Qualification proof
- (ii) Police verification report
- (iii) Medical fitness
- (iv) Aadhaar/ID proof (Digilocker verified)
- (v) Instructor undertaking (in Annexure IX)

4.3.10 In the event of closure, suspension, disruption, or restricted functioning of any Institution due to examinations, election duties, natural calamities, disaster management measures, law and order situations, Government directions, public holidays, vacations, pandemics, administrative exigencies, or any other reason beyond the control of the Institution, the deployment of instructors may be temporarily suspended, reduced, rescheduled, or proportionately regulated without any compensation or financial liability upon the Department/Institution except for payment towards actual services duly rendered and certified.

4.3.11 The Agency shall be solely responsible for all acts and omissions of its deployed instructors and shall ensure that they adhere to the rules and regulations of the concerned institution.

4.3.12 Deployment of an individual instructor in the same Institution beyond one academic year shall ordinarily be avoided by the Agency. Any continued deployment shall not confer any right of regularization, continuity, absorption, or employment against the Department or Institution.

4.4 Nature of Contract and Non-Employer Relationship

4.4.1 The engagement under this tender shall be strictly construed as a service Contract. The Agency shall retain full and exclusive control over recruitment, selection, appointment, deployment, supervision, discipline, and payment of remuneration to its deployed instructors.

4.4.2 The Department/Institution shall not exercise administrative, supervisory, or disciplinary control over the instructors of the Agency. Any verification of attendance, output, or performance by the Institution shall be solely for the purpose of service validation and shall not be construed as establishment of an employer-employee relationship. Such institutional oversight shall remain limited to service quality monitoring.

4.4.3 Deployment under this tender shall remain purely contractual and service-oriented in nature. The Agency shall retain administrative control and supervision over deployed instructors. As far as practicable, prolonged uninterrupted deployment of the same instructor in the same Institution may be avoided through periodic rotation or replacement by the Agency.

4.4.4 The Institution shall not issue direct disciplinary, appointment, transfer, or service-related orders to deployed instructors, and all payments shall be routed exclusively through the Agency in accordance with the service contract. All personnel administration shall remain exclusively with the Agency.

4.4.5 Nothing contained in this Tender shall be interpreted to create a master-servant, employer-employee, or direct contractual relationship between the Department/Institution and instructors deployed by the Agency.

4.4.6 The instructors deployed shall at all times remain employees of the Agency, and the Agency shall be solely responsible for all obligations arising under applicable labour laws.

4.4.7 The deployed instructors shall have no claim whatsoever for absorption, regularization, continuation, age relaxation, pensionary benefits, or appointment against any post under the Government/Institution. The Agency shall obtain an undertaking to this effect from every deployed instructor and maintain records thereof.

4.4.8 The services under any Institution-specific Work Order shall be strictly event-centric, seasonal, or block-period based (not exceeding 60 days in an academic year for a specific trade/sport per institution). No continuous or consecutive extensions shall be granted to the same instructor, ensuring an absolute break in service.

4.4.9 Each instructor shall ordinarily not be deployed beyond 8 hours per day and 48 hours per week, except in special events or institutional activities with prior approval.

4.4.10 Each Institution shall nominate one Nodal Officer in writing for coordination, attendance certification, performance verification and invoice processing.

4.4.11 Institutional coordination regarding class schedules, holidays, duty hours, reporting requirements, activity planning and institutional activities shall be communicated to the Agency through designated nodal officers. Such institutional coordination, verification, scheduling, attendance certification, or performance review shall be limited solely to service monitoring and quality assurance and shall not constitute administrative or disciplinary control over deployed instructors.

4.5 The Department reserves the right to verify EPF/ESI compliance directly from official online portals. Submission of fake challans, manipulated ECRs, or false statutory records shall constitute fraud.

4.6 Statutory Compliance and Proof of Payment

The Agency shall mandatorily submit each monthly invoice along with statutory compliance certificate as per Annexure-VIII.

Non-submission of the above information/documents shall render the invoice incomplete and liable for withholding of payment. Persistent non-compliance shall constitute a material breach of Contract.

5. ELIGIBILITY CRITERIA

5.1 The bidder must be a legally registered entity, such as a Company, Partnership Firm, Society, Trust, or any other entity recognized under applicable laws (like for Music academy registration with BhasaevmSanskriti Department / GandharvaMahavidyalaya, Pune / Prayag Sangeet Samiti Allahbad etc.).

5.2 Consortiums, joint ventures, sub-Contracting arrangements, or bidding through intermediary/franchise entities shall not be permitted unless specifically approved by the Department.

5.3 Entities having common ownership, common directors/partners, controlling interest, or substantially common management shall not submit separate bids. In such cases, all related bids shall be liable for rejection.

5.4 The bidder must have a minimum of Ten (10) year's experience in providing similar services, involving deployment/engagement of instructors, trainers, faculty, sports coaches, music/physical education instructors, skill trainers, or educational support instructors to Government Departments, educational institutions, autonomous bodies, universities, PSUs, or recognized private institutions. Relevant document/certificate to be attached.

5.5.1 The bidder must have successfully executed at least one (01) similar service/assignment during the last three financial years, supported by documentary evidence such as Work Order, agreements, or completion certificates.

5.5.2 The bidder shall have average annual turnover of not less than **₹10 lakh** during the last three financial years from similar services.

Audited balance sheets and CA-certified turnover certificates shall be submitted.

5.6 The bidder shall furnish a solvency certificate issued by any scheduled bank, certifying financial soundness for an amount not less than ₹5, 00, 000/- (Rupees Five Lakh only). The certificate shall have been issued within three months preceding the last date of submission of bids.

5.7 Determination regarding applicability of any labour enactment shall remain the responsibility of the Agency, without prejudice to the Department's right to require compliance documentation.

5.8 The Agency shall comply with all applicable labour, employment, social security, wage, insurance, and workplace safety laws including EPF, ESI, Minimum Wages, Payment of Wages, Bonus, Gratuity, Maternity Benefit, and Contract Labour related provisions before deployment wherever applicable under law. Failure to comply shall disentitle the Agency from deployment and payment.

5.9 The bidder must maintain a pool of at least five (05) qualified instructors, with requisite educational qualifications and experience relevant to the scope of work.

5.10 The bidder must possess valid statutory registrations, including Permanent Account Number (PAN) & Goods and Services Tax (GST) Registration, EPF Registration, and ESI Registration (where applicable).

5.11 The bidder shall submit a self-declaration affidavit to the effect that:

- a) The bidder has not been blacklisted/debarred by any Central/State Government Department, PSU, or Autonomous Body;
- b) No criminal or vigilance case is pending against the bidder or its directors/partners;
- c) The bidder is not involved in any conflict of interest that may affect the bidding process.

5.12 Any bid found to be incomplete, or not accompanied by required documents, or containing false or misleading information shall be liable to be summarily rejected, and the EMD may be forfeited as per provisions of the tender.

5.13 The Department reserves the right to verify the credentials submitted by the bidder and to seek clarifications or additional documents, as deemed necessary. Any discrepancy found at any stage shall result in disqualification or termination, as the case may be.

6. INSTRUCTOR QUALIFICATION CRITERIA

6.1 The Agency shall ensure that all instructors deployed under this Empanelment possess the requisite educational qualifications (at least recognized degree), professional competence, and relevant experience as specified herein at clause 6.2 and 6.3. The instructors shall be engaged only after due verification of credentials by the Agency.

Any instructor subsequently found involved in criminal proceedings or adverse police verification shall be removed within 48 hours.

6.2 Music Instructors

6.2.1 The Music Instructor shall possess a Bachelor's Degree in Music or an equivalent qualification from a recognized University/Institution.

6.2.2 The instructor shall have a minimum of Ten (10) years' experience in teaching/training in music (vocal and/or instrumental) in a recognized institution/academy.

6.2.3 Desirable Qualifications (Preferential):

Preference may be given to candidates possessing additional certifications/qualifications such as recognized Indian classical music certifications such as Visharad or equivalent.

6.3 Physical Education Instructors

6.3.1 The Physical Education Instructor shall possess a Bachelor's Degree in Physical Education (B.P.Ed.) or Master's Degree in Physical Education (M.P.Ed.) or Diploma in Physical Education (D.P.Ed.) from a recognized University/Institution.

6.3.2 The instructor shall have a minimum of Ten (10) years' experience in coaching/training in sports, physical education, fitness, or related fields in a recognized institution/academy.

6.3.3 Desirable Qualifications (Preferential):

Preference may be given to candidates possessing certification from the National Institute of Sports (NIS) or equivalent.

6.4 General Conditions for Instructors

6.4.1 The Agency shall ensure that all deployed instructors:

- a) Are medically fit and of sound character, supported by self-declaration and medical fitness certificate issued by a registered medical practitioner;
- b) Possess good communication skills and professional conduct;
- c) Furnish student safety and child protection undertaking before their deployment;
- d) Are not involved in any criminal, sexual offence, moral turpitude, narcotics-related, cybercrime, or disciplinary proceedings. The Agency shall mandatorily conduct police verification prior to actual deployment/joining and maintain verifiable records thereof.

No instructor shall be permitted to join without such verification.

6.4.2 The Agency shall maintain complete records of qualifications, experience, and identity documents of all deployed instructors and produce the same for verification by the Department/Institution as and when required.

6.4.3 The Department/Institution reserves the right to verify the credentials of any instructor and to seek replacement in case the instructor is found unsuitable, under-qualified, or non-compliant with prescribed standards.

6.4.4 The Agency shall ensure orientation/training of deployed instructors regarding institutional discipline, student safety, anti-ragging guidelines, gender sensitization, and code of conduct.

6.4.5 Engagement of instructors not meeting the above criteria shall be treated as a material breach of Work Order, attracting action as per the terms and conditions of the tender.

6.5 Audit and Verification of Compliance

6.5.1 The Department/Institution shall have the right to audit and verify records relating to remuneration payments, statutory compliance, attendance and deployment at any stage during the Contract period. The Agency shall provide all records, registers, and digital data as and when required. Original registers and supporting payroll/statutory records shall be produced on demand.

6.5.2 The Department/Institution may inspect the office premises, records, manpower arrangements, and monitoring systems of the Agency during the Contract period.

6.5.3 The Department may conduct surprise inspections, physical verification, or third-party audits regarding deployment and service quality.

7. EARNEST MONEY DEPOSIT (EMD)

7.1 Submission of EMD

7.1.1 Each bidder shall furnish an Earnest Money Deposit (EMD) of ₹ 50,000/- (Rupees Fifty Thousand only) or revised amount specifically stated in the Notice Inviting Tender (if any) through the hptenders portal, in any of the modes permitted therein, including online payment or submission of a Bank Guarantee/FDR in favour of the Director, Technical Education, Himachal Pradesh.

7.1.2 The EMD shall be submitted strictly in accordance with the instructions of the hptenders portal and relevant provisions of the Himachal Pradesh Financial Rules, 2009.

7.1.3 Physical submission of the original instrument shall not ordinarily be required; however, the Department reserves the right to seek the original instrument for verification at any stage. Failure to comply within the stipulated time shall render the bid liable for rejection.

7.2 Validity of EMD

The EMD shall remain valid for a period of 45 (forty-five) days beyond the bid validity period.

7.3 Exemption from EMD

Bidders claiming exemption from EMD shall submit valid documentary proof as per applicable Government of Himachal Pradesh instructions. In the absence of such proof, the bid shall be treated as non-responsive.

7.4 Forfeiture of EMD

The EMD shall be liable to be forfeited, without prejudice to other remedies, if the bidder:

- a) Withdraws or modifies the bid during the validity period;
- b) Fails to accept the Letter of Award/Empanelment;
- c) Fails to furnish Performance Security within the stipulated time;
- d) Submits false, misleading, or forged documents;
- e) Commits any material breach of tender conditions.

7.5 Refund of EMD

7.5.1 The EMD of unsuccessful bidders shall be refunded without interest after finalization of the tender.

7.5.2 The EMD of the successful bidder shall be refunded upon submission and acceptance of the Performance Security.

7.6 No interest shall be payable on the Earnest Money Deposit under any circumstances.

8. PERFORMANCE SECURITY

8.1 Submission of Performance Security

8.1.1 The successful bidder shall furnish Performance Security of ₹5,00,000 (Rupees Five Lakh only), unless otherwise specified by the Department. In case of substantial enhancement in deployment value, proportionate additional Performance Security may be required.

8.1.2 The Performance Security shall be in the form of Bank Guarantee/FDR issued by a scheduled bank, in favour of the Director, Technical Education, Himachal Pradesh.

8.2 Validity of Performance Security

The Performance Security shall remain valid during the currency of the empanelment, including any extension and pending Work Orders.

8.3 Purpose and Utilization

The Performance Security shall be liable to be invoked for:

- a) Non-performance or unsatisfactory performance;
- b) Breach of Contractual obligations;
- c) Recovery of penalties, damages, or dues.

8.4 Forfeiture of Performance Security

The Performance Security may be forfeited, wholly or partly, in case of:

- a) Failure to perform Contractual obligations;
- b) Termination due to default of the Agency;
- c) Persistent violation of SLA conditions.

Provided that no such forfeiture shall be made without due notice and opportunity of hearing to the Agency.

8.5 Release of Performance Security

The Performance Security shall be released without interest upon satisfactory completion of the contract, after adjustment of all dues, and certification by the Competent Authority.

8.6 Unauthorized subcontracting shall lead to immediate termination and forfeiture of security.

9. SUBMISSION OF BIDS

9.1 General Requirements

The bid shall be complete in all respects, self-contained, and strictly in accordance with the provisions of this tender document and the Himachal Pradesh Financial Rules, 2009. Any incomplete or conditional bid shall be liable for rejection.

9.2 Two-Bid System (e-Tendering)

The bid shall be submitted under a Two-Bid System through the hptenders portal, comprising:

- a) Technical Bid: To be uploaded with all eligibility documents, credentials, and supporting documents in the prescribed formats;
- b) Financial Bid: To be submitted online in the designated BoQ/financial format provided on the portal.

Under no circumstances shall financial information be disclosed in the Technical Bid. Any violation shall result in rejection of the bid.

9.3 Mode of Submission

Bids must be submitted online through the hptenders portal within the prescribed date and time. The Technical Bid and Financial Bid shall be uploaded separately in the specified formats.

No physical submission of bids shall be accepted, except where specifically required for submission of original documents such as EMD or as directed by the Department.

9.4 Deadline for Submission

Bids must be submitted within the date and time prescribed in the Notice Inviting Tender. The Department shall not be responsible for any delay due to internet connectivity, system failure, or any other technical reasons at the bidder's end.

9.5 Late Bids

The hptendersportal shall automatically prevent submission of bids after the prescribed deadline. Any bid not successfully submitted on the portal within the stipulated time shall not be considered.

9.6 Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids through the hptenders portal prior to the deadline for submission. No modification or withdrawal shall be permitted after the deadline.

The final submitted version of the bid on the portal shall be considered as binding.

9.7 Validity of Electronic Submission

Submission of bids through the hptenders portal shall be deemed to constitute a legally binding offer. The use of digital signatures by the bidder shall be treated as authentication of the bid, and all uploaded documents shall be presumed to be submitted with due authorization.

9.8 Portal Registration and Digital Signature

The bidder shall be registered on the designated hptenders portal and shall possess a valid Digital Signature Certificate (DSC) for submission of bids. All submissions made through the DSC shall be deemed legally valid and binding.

The bidder shall be solely responsible for security and lawful use of its Digital Signature Certificate (DSC), login credentials, and uploaded documents.

9.9 Technical Issues

The Department shall not be responsible for any failure of bid submission due to technical issues on the bidder's side, including internet failure, software issues, or improper use of the hptenders system.

9.10 Bid Security and Encryption

The bids submitted through the hptenders portal shall be encrypted and digitally secured by the system to ensure confidentiality and integrity. The Technical and Financial Bids shall remain inaccessible to any person until the designated time of opening.

The Department shall not have access to the contents of the bids prior to the scheduled opening time, except through the system-enabled process in accordance with prescribed procedures.

9.11 System Time and Date

The time and date recorded by the hptenders portal shall be treated as final and binding for all purposes, including submission, modification, and opening of bids. No deviation from the system-recorded time shall be permitted under any circumstances.

9.12 Multiple Bids

Submission of multiple bids by a single bidder, either directly or indirectly through related entities, shall lead to disqualification of all such bids. The Department reserves the right to verify such instances and take appropriate action.

9.13 The bids shall remain valid for a period of 120 (one hundred twenty) days from the last date of submission of bids. A bid valid for a shorter period shall be treated as non-responsive.

The Department may seek extension of bid validity with consent of bidders.

10. OPENING OF BIDS

10.1 Opening of Technical Bids

Technical Bids shall be opened electronically on the hptenders portal by the duly constituted Tender Opening Committee on the notified date and time. The process shall be carried out in accordance with the hptenders portal protocols. Bidders may view the bid opening details through the hptenders portal using their login credentials.

10.2 Preliminary Examination

The Technical Bids shall be examined to determine:

- a) Completeness of the bid
- b) Compliance with eligibility criteria
- c) Submission of required documents

Bids found non-responsive shall be rejected at this stage.

10.3 The Department reserves the right to verify uploaded certificates/documents through DigiLocker, issuing authorities, statutory portals, employer references, or any online/offline verification mechanism at any stage of tender evaluation or Contract execution.

10.4 Opening of Financial Bids

The Financial Bids of only those bidders who qualify in the Technical Evaluation shall be opened on a later date, which shall be duly intimated.

10.5 Transparency and Fairness

The entire bid opening process shall be conducted in a transparent and fair manner, strictly in accordance with the provisions of the Himachal Pradesh Financial Rules, 2009, ensuring equal opportunity to all bidders.

10.6 Right of Acceptance/Rejection

The Competent Authority reserves the right to accept or reject any or all bids without assigning any reason thereof, in the larger public interest, in accordance with applicable rules.

11. TECHNICAL EVALUATION

11.1 Constitution of Evaluation Committee

The Technical Bids shall be evaluated by a duly constituted Technical Evaluation Committee (TEC) appointed by the Competent Authority.

11.2 Detailed Evaluation Methodology

- a) The Technical evaluation shall be carried out using a predefined, criteria-based scoring framework to ensure objectivity, transparency, and uniformity.
- b) Each parameter shall be evaluated strictly on the basis of documentary evidence uploaded on the hptenders portal;
- c) Technical bids shall be evaluated strictly in accordance with the objective scoring criteria specified in Annexure-III. Marks shall be awarded only against verifiable documentary evidence submitted by the bidder;
- d) No marks shall be awarded on subjective assessment, verbal assurances, future commitments, or unsupported claims.
- e) Only those bidders securing the minimum qualifying marks as specified shall be considered for Financial Bid opening.

11.3 Evaluation Criteria and Marking Scheme

The Technical Evaluation shall be carried out on a maximum score of 100 marks, based on the following parameters, as also specified in Annexure-III:

Sr. No.	Evaluation Criteria	Documentary Requirement	Marks
1	Experience in providing instructors/manpower services to Government Departments/Boards/Corporations/Autonomous Bodies or recognized private institutions	Work Orders/Completion Certificates/Agreements	20
2	Experience specifically in educational institutions/skill/vocational/music training	Documentary proof of contracts/work orders	15

	assignments		
3	Average Annual Turnover during last three financial years from similar services	CA Certificate/Audited Balance Sheet	15
4	Number of instructors/manpower available with bidder	EPF records/appointment records/deployment records	20
5	EPF/ESI/GST statutory compliance	Registration certificates and latest returns/challans	10
6	Office establishment in Himachal Pradesh	Registration proof/rent deed/electricity bill	5
7	Litigation/blacklisting status	Self-certification affidavit	5
8	Availability of replacement and deployment mechanism	Documentary SOP/undertaking	5
9	Digital attendance/payroll management capability	Sample software screenshots/payroll format/undertaking	5
	Total Marks		100

11.4 The bidder shall submit the declarations, compliance details and undertakings in accordance with Annexure-III & IV. Submission of fabricated experience certificates/work orders/compliance details shall constitute fraud.

11.5 Minimum Qualifying Marks

Bidders must secure a minimum of fifty (50) marks in the Technical Evaluation to qualify for opening of the Financial Bid.

11.6 Right to Seek Clarification

The Department reserves the right to seek clarifications, additional documents, or presentations from bidders during the evaluation process through the hptenders portal only. Failure to provide the same may result in rejection of the bid. No offline correspondence shall be entertained.

1.7 Document Validation Rule

Only those claims which are supported by valid documentary evidence uploaded on the hptenders portal shall be considered for awarding marks. Unsupported claims shall be awarded zero marks.

In case of ambiguity, the interpretation of the Technical Evaluation Committee shall be final.

11.8 Decision of Committee

The decision of the Technical Evaluation Committee shall be final and binding, and no representation in this regard shall be entertained.

12. FINANCIAL EVALUATION

12.1 Opening of Financial Bids

The Financial Bids of only those bidders who qualify in the Technical Evaluation shall be opened.

12.2 Determination of L_1

For the purpose of financial evaluation, the total evaluated daily cost shall be calculated as:

Total Evaluated Daily Cost = (Daily Remuneration (strictly as per minimum wages or above applicable in HP state) + Employer Statutory Contributions (EPF, ESI etc.) + Service Charges) for all instructor categories combined.

The bidder quoting the lowest evaluated aggregate daily cost (L_1) shall be treated as the Lowest Evaluated Bidder. Employer statutory contributions shall be evaluated strictly on notified contribution rates. GST shall not be considered for inter-se financial ranking and shall be payable separately as applicable, subject to submission of a valid GST invoice and compliance with GST Act and Rules.

12.3 Reasonableness of Rates

The quoted rates shall be subject to determination of reasonableness and viability by the Department, in accordance with provisions of the Himachal Pradesh Financial Rules, 2009 and statutory compliances towards taxation.

In case of abnormally low bids, the bidder shall be required to submit a detailed cost justification including remuneration structure and statutory compliance.

If the bid is found to be unviable or non-compliant with applicable laws, the same shall be rejected.

12.4 In case of identical evaluated cost, bidder securing higher technical marks shall rank higher; if still tied, bidder with greater turnover from similar services shall rank higher.

12.5 Empanelment and Work Allocation

12.5.1 The Department may empanel one or more technically qualified bidders. Such selected bidders shall hereinafter be referred to as 'Agencies'.

12.5.2 The Empanelment of Agencies shall not confer any guaranteed right to allocation of work, minimum business, or exclusive deployment rights. Empanelment of an Agencies shall merely

render them eligible for consideration for deployment of instructors under the framework of this tender.

12.5.3 The Institution shall ordinarily follow the following broad allocation hierarchy, subject to administrative exigencies and institutional interest:

1. L₁ status and willingness to match approved rates, wherever applicable;
2. District/local operational presence and proximity to the concerned institution;
3. Past performance, statutory compliance record, responsiveness, and grievance history;
4. Availability of suitable instructors within prescribed timelines;
5. Rotation principle amongst eligible empanelled agencies to ensure fairness and wider participation.

12.5.4 The Institution reserves the right to deviate from the above sequence for recorded reasons in the interest of continuity of academic activities, urgent deployment requirements, performance concerns, statutory non-compliance, adverse feedback, geographical constraints, institutional preference based on documented performance, or any other administrative reason considered necessary and appropriate.

12.5.5 The decision of the Department regarding allocation of work shall be final and binding and shall not be challenged merely on the ground that another empanelled agency was not allotted work.

12.5.6 A work order allocation register containing details of allocation, deployment, rotation status, and reasons for any material deviation from the normal allocation sequence shall be maintained by the Institution for administrative transparency and audit purposes.

12.5.7 Mere Empanelment shall not create any vested right, legitimate expectation, or enforceable claim for allocation of any specific institution, district, quantity of deployment, or minimum value of work.

12.5.8 The Department reserves the right to invite consent for matching of the lowest evaluated rates (L₁) from other qualified bidders, where considered necessary in public interest. However, Empanelment or allocation of work shall not automatically confer any right to work allocation.

12.5.9 In case the L₁ Agency refuses deployment, fails to accept Work Order, or fails to deploy instructors within stipulated timelines, the Department may offer the work to the next eligible empanelled Agency at L₁ matched rates.

12.5.10 The Department may restrict allocation of Work Orders to the Agency based on demonstrated operational and financial capacity found during opening of bids.

12.5.11 Empanelment shall be non-exclusive and Department reserves right to adopt alternate empanelment modes as permissible under rules.

12.6 Negotiation Clause

All negotiations, if any, shall be conducted in accordance with applicable rules and shall be duly recorded through electronic or written means to ensure transparency.

12.7 If the Department detects cartelization, collusive bidding, or artificial inflation of rates, the Department reserves the right to reject such bids and initiate debarment proceedings.

13. FINANCIAL BID STRUCTURE

13.1 Quoted Rates

13.1.1 The bidder shall quote: (i) Gross per day remuneration per instructor (Music and Physical Education); and (ii) Service/Administrative Charges separately. The remuneration quoted shall be **exclusive of GST**. Quoted remuneration shall not be below any applicable minimum remuneration notified by competent authority. Employer statutory contributions shall be evaluated strictly on notified contribution rates.

13.1.2 The remuneration quoted by the bidder for deployed instructors/personnel shall be fair, reasonable, and financially viable having regard to the nature of instructional duties, qualification requirements, prevailing market conditions, and applicable Government advisories/instructions, if any.

13.1.3 The Department reserves the right to seek justification for abnormally low remuneration quotes and may reject bids found financially unviable or detrimental to quality service delivery.

13.1.4 The Department reserves the right to reject financially unreasonably high bids inconsistent with prevailing market rates or comparable Government outsourcing arrangements.

13.2 Service/Administrative Charges

The bidder shall quote service/administrative charges strictly as a separate fixed per day amount per instructor category in absolute figures only, over and above remuneration. Negative service charges, nil service charges, or abnormally low service charges found unviable for statutory compliance may render the bid liable for rejection.

13.3 Inclusive Rates

13.3.1 The bidder shall quote the remuneration component separately for each category of instructor in the prescribed financial bid format. Employer's statutory contributions towards EPF and ESI, shall be indicated separately as per notified contribution rates.

13.3.2 The quoted rates shall be exclusive of GST. Applicable GST shall be payable extra at prevailing rates, subject to submission of a valid GST invoice and compliance with the provisions

of the GST Act and Rules. Any variation in GST rates notified by the Government during the currency of the agreement shall be applicable prospectively from the effective date of such notification.

13.3.3 All other taxes, duties, levies, insurance, administrative expenses, service charges, and statutory obligations required for execution of the Contract shall be deemed to be included in the quoted service charges.

13.4 Validity of Rates

13.4.1 The rates quoted by the Agency shall remain firm and fixed during the currency of the Work Order, including any extension thereof, and no escalation shall be permitted except with prior approval of the Competent Authority.

13.4.2 In case the Work Order is extended beyond one (01) year, revision in remuneration may be considered only on account of:

- (a) statutory revision in minimum remuneration; or
 - (b) substantial variation in Consumer Price Index (CPI),
- subject to availability of funds and approval of the Competent Authority.

Total revision during any extension period shall not exceed actual statutory increase and shall not alter quoted service charges.

13.4.3 The Agency shall mandatorily comply with all statutory revisions in minimum remuneration and labour-related obligations during the Contract period, irrespective of approval of rate revision by the Department.

13.4.4 Any approved revision shall be restricted strictly to:

- (a) the differential remuneration component; and
 - (b) corresponding statutory contributions,
- without affecting the quoted service/administrative charges unless specifically approved otherwise.

13.4.5 Revision in statutory contribution rates under EPF/ESI laws shall automatically stand incorporated prospectively without requiring tender amendment.

13.4.6 The Agency shall ensure that rates quoted under this tender are not higher than rates being charged by it for substantially similar services to any Department, Board, Corporation, University, Autonomous Body, or Government Institution within Himachal Pradesh. In case lower comparable rates are found, the Department may adopt such lower rates prospectively under this Contract.

13.5 Standard BoQ Format

The Financial Bid shall be submitted strictly in the standard BoQ (Bill of Quantities) format provided on the hptenders portal. Bidders shall not modify the format, structure, or contents of the BoQ.

Any financial bid submitted in any other format or with altered structure shall be liable for rejection.

13.6 In case of arithmetic discrepancy between figures and calculations in BoQ, the electronically computed total generated by the portal shall prevail, subject to verification by the Department.

14. SERVICE LEVEL AGREEMENT (SLA)

14.1 The Agency shall adhere to the following minimum service level standards:

Parameter	Requirement
Attendance	100% for the period requested by concerned Head of the Institution
Replacement	Immediate as requested
Reporting	Submission of monthly reports

14.2 Attendance Requirement

14.2.1 The Agency shall ensure that deployed instructors maintain 100% attendance for the period requested by the concerned Head of the Institution. Attendance shall be verified by the Head of Institution. Attendance shall be recorded through institution-approved biometric register / digital attendance system / physically countersigned register.

14.2.2 Tampering, proxy attendance, biometric manipulation, or falsification of digital attendance records shall constitute fraud.

14.2.3 Biometric registration, attendance records, access logs, or similar monitoring mechanisms maintained by the Department/Institution for administrative oversight, security, or attendance verification purposes shall not be construed or relied upon as evidence of employer-employee relationship with the Government. Such records shall be deemed only as part of monitoring arrangements under the agreement executed with the Agency.

14.3 Replacement Obligation

14.3.1 In case of absence, leave, resignation or unsatisfactory performance, the Agency shall provide a suitable replacement immediately.

14.3.2 Replacement instructors shall possess qualifications not lower than the originally deployed instructor and shall be deployed only after approval by the Institution.

14.3.3 Institution shall communicate approval/rejection of proposed replacement immediately, failing which deemed approval shall apply.

14.4 Reporting Obligations

The Agency shall submit monthly attendance and performance reports to the concerned institution in the prescribed format at Annexure-VII.

14.5 Remuneration Disbursement Register

14.5.1 The Agency shall maintain an Instructor Remuneration Disbursement Register in the format prescribed at Annexure-X for all instructors deployed under the engagement.

14.5.2 The Remuneration Disbursement Register shall contain instructor-wise details including remuneration payable, statutory deductions, employer contributions, net payment released, bank transfer details, UTR/reference number, and acknowledgement of payment.

14.5.3 Remuneration shall be disbursed only through banking channels. Cash payment shall not be permitted except with prior written approval of the Department in exceptional circumstances.

14.5.4 The Agency shall submit a certified copy of the Remuneration Disbursement Register along with monthly invoices and statutory compliance documents.

14.5.5 The Department/Institution shall have the right to verify Remuneration disbursement through bank statements, UTR records, EPF/ESI filings, or any other lawful verification mechanism.

14.5.6 Failure to maintain or produce the Reimbursement Disbursement Register or submission of false/fabricated entries shall constitute material breach of Contract and may attract withholding of payment, penalties, termination, or debarment proceedings. Such records shall be preserved in accordance with Clause 21.17 of the Tender Document.

14.6 Identity Verification of Deployed Personnel

14.6.1 The Agency shall ensure identity verification of all deployed instructors/personnel through valid Government-issued identity documents.

14.6.2 Aadhaar-based verification shall preferably be through DigiLocker, masked Aadhaar, or other lawful digital verification mechanisms displaying only the last four digits of the Aadhaar number.

14.6.3 The Agency and Institutions shall avoid collection, storage, or display of full Aadhaar numbers unless specifically required under applicable law.

14.6.4 The Department/Institutions reserves the right to verify uploaded certificates and identity documents through issuing authorities, or online verification systems. Verification by Institutions

shall ordinarily be limited to scrutiny of submitted compliance records and shall not amount to statutory audit or assumption of employer liability.

14.6.5 Personal identity information obtained during deployment and verification processes shall be handled in accordance with applicable data protection and privacy principles.

14.7 Monitoring and Review

Performance of the Agency shall be monitored periodically by the Institution/Department, and failure to meet SLA requirements shall attract penalties as per Clause 15.

14.8 Binding Nature

The SLA parameters shall form an integral part of the Contract, and any deviation shall be treated as a breach of Contractual obligations.

14.9 Where a temporary setup is permitted within the Institution, the Agency shall ensure proper upkeep, discipline, and compliance with institutional norms. Any misuse of space, damage to property, or unauthorized activity shall be treated as a breach of Contract and shall attract penalties under Clause 15.

15. PENALTY CLAUSES

15.1 Absenteeism Penalty

Unauthorized absence of any deployed instructor beyond permissible limits under the SLA shall attract a penalty up to 5% of the monthly billing for the concerned instructor, subject to a minimum of ₹500 (Rupees Five Hundred only) per day per instructor. The penalty shall be deducted from the Agency's concerned monthly bills.

15.2 Delay in Replacement of Instructor

The Agency shall replace any absent, unwilling, or unsuitable instructor immediately as required. Failure to provide replacement within the stipulated period shall attract a penalty of ₹1,000 (Rupees One Thousand only) per day per instructor for the delay period, recoverable from running bills or Performance Security.

15.3 Non-Performance and Deficiency in Services

15.3.1 In case of repeated complaints regarding poor performance, misconduct, indiscipline, or non-compliance with assigned duties by the deployed instructors, the Agency shall be required to take immediate corrective measures, including replacement of such instructors.

Failure to address such deficiencies within 07 working days unless otherwise specified, by the Institution/Department, shall attract progressive penalties, including:

- a) Written warning
- b) Imposition of financial penalty as deemed appropriate by the Competent Authority
- c) Termination or de-Empanelment proceedings

15.3.2 In cases involving student safety, harassment, criminal allegations, or serious misconduct, the Institution may direct immediate temporary withdrawal of the concerned instructor pending inquiry.

15.4 Misuse of Institutional Premises / Temporary Setup

15.4.1 Where the Agency is permitted to establish a temporary setup within the premises of an Institution for facilitation of training programme, such permission shall be strictly regulated and limited to the approved purpose.

15.4.2 Any of the following shall constitute a material breach of Work Order:

- a) Use of the allotted space for purposes other than those related to the training programme;
- b) Unauthorized expansion, subletting, or sharing of the space with any third party;
- c) Causing damage to institutional property or failure to maintain the premises in proper condition;
- d) Continued occupation of the premises beyond the permitted period or after withdrawal of permission.

15.4.3 In such cases, the Department/Institution shall have the right to:

- i) Impose a penalty as deemed appropriate by the Competent Authority;
- ii) Recover damages or restoration costs from the Agency;
- iii) Direct immediate vacation of the premises;
- iv) Initiate action for termination of Contract and/or blacklisting in case of serious or repeated violations.

15.5 Persistent Default and Termination

15.5.1 In case of repeated or continued violations of Contractual obligations, including but not limited to absenteeism, delayed replacements, non-compliance with statutory provisions, or failure to maintain service standards, the Department shall have the right to:

- a) Terminate the Empanelment of the Agency and/or any institution-specific Work Order after giving a notice of 15–30 days
- b) Forfeit the Performance Security, either in part or full
- c) Blacklist the Agency for participation in future tenders of the Department/State Government, as per applicable rules.

15.5.2 Debarment shall ordinarily be proportionate to gravity of misconduct and categorized as minor, major, or fraudulent default. In case of major or fraudulent default, debarment may extend to all institutions under the Department depending upon gravity of misconduct. Any debarment/blacklisting order shall be issued only after:

- (i) detailed show-cause notice,
- (ii) minimum 15 clear days for response,
- (iii) opportunity of personal hearing,
- (iv) speaking order recording reasons.

15.5.3 Any order of blacklisting/debarment shall specify the period and scope of such debarment and shall be appealable before the Administrative Secretary (Technical Education), Government of Himachal Pradesh within 30 days.

15.5.4 The period of debarment/blacklisting shall ordinarily not exceed three years, except in cases involving fraud, forged documents, corruption, criminal misconduct, or grave statutory violations.

15.6 Recovery of Penalties

15.6.1 Recoveries may be adjusted from dues payable under any Work Order issued by any institution under this Empanelment. All penalties imposed under this clause shall be:

- a) Deducted from running bills, or
- b) Adjusted against Performance Security Deposit, or
- c) Recovered as arrears of land revenue in accordance with applicable laws.

15.6.2 Total penalties recoverable in any month shall ordinarily not exceed 10% of the monthly payable amount, except in cases involving default, fraud, forged documents, ghost deployment, recovery of actual losses, statutory violations, or willful misconduct.

15.6.3 Any excess payment detected subsequently due to fraud, misrepresentation, duplicate billing, or wrongful claim shall be recoverable along with applicable interest from dues/security.

15.7 Decision of Competent Authority

The decision of the Director, Technical Education, Himachal Pradesh, or any officer authorized by him/her, regarding imposition and quantum of penalty shall be final and binding on the Agency subject to applicable law and principles of natural justice. Failure or delay by the Department in exercising any Contractual right shall not constitute waiver of such right.

15.8 Cumulative Remedies

Termination of Empanelment/work order under this tender shall be without prejudice to the Department's right to:

- (i) recover financial losses or statutory liabilities;
- (ii) forfeit Performance Security;
- (iii) initiate debarment/blacklisting proceedings;
- (iv) seek legal or arbitration remedies; and
- (v) take action under applicable law.

The remedies available under this tender shall be cumulative and not mutually exclusive.

15.9 Fraud and Forgery

15.9.1 Submission of forged, manipulated, digitally altered, or fabricated documents, including fake attendance records, ghost deployment, forged wage proofs, false statutory compliance records, or unauthorized deductions from remuneration or commission or kick-backs from deployed instructors shall constitute serious fraud and may result in:

- a) Immediate termination;
- b) Forfeiture of Performance Security;
- c) Blacklisting/debarment; and
- d) Civil/criminal proceedings under applicable law.

15.9.2 Deduction of statutory contributions without deposit into statutory authorities shall constitute serious fraud and may result in action as per Clause 15.9.1.

15.9.3 Any suspected fraud or financial irregularity shall be immediately reported by the Head of Institution to the Director, Technical Education, for inquiry and appropriate action.

16. TERMS & CONDITIONS

16.1 Period of Empanelment

16.1.1 The Empanelment of the selected Agency shall remain valid for a period of one (01) year from the date of issuance of the Letter of Empanelment (hereinafter referred to as the "Empanelment Period"), which may be extended for further period(s), subject to satisfactory performance, mutual consent, availability of student welfare funds at institutional level, and approval of the Competent Authority, on the same or such revised terms and conditions as may be deemed appropriate by the Department.

16.1.2 Empanelment shall merely confer eligibility for consideration of deployment and shall not, by itself, create any vested right, guarantee, or entitlement for allocation of work, issuance of Work Orders, or minimum business of any nature unless specifically authorized through a valid institution-specific Work Order.

16.1.3 The Institution reserves the right to increase, decrease, suspend, or discontinue deployment requirements through separate institution-specific Work Orders at any stage depending upon institutional needs, student strength, administrative exigencies, or student welfare funds constraints at institutional level.

16.1.4 Engagement and deployment of instructors shall be undertaken strictly on requirement basis by the respective Government Technical Education Institutions, subject to institutional needs, administrative exigencies, availability of student welfare funds at institutional level, and approval of the Competent Authority.

16.1.5 Issuance of Work Order, continuation of engagement, and release of payments shall at all times remain subject to availability of student welfare funds at institutional level, administrative sanction, satisfactory performance, and compliance with contractual and statutory obligations.

16.2 Rights of the Department

The Department reserves the absolute right, without assigning any reason and without incurring any liability, to:

- a) Accept or reject any or all bids, wholly or partially;
- b) Cancel or withdraw the tender process at any stage;
- c) Issue clarifications or minor procedural modifications not affecting fairness or competitiveness of the tender.;
- d) Empanel one or more bidders as Agencies as deemed fit in public interest;
- e) Allocate or redistribute work among empanelled agencies.

Such decisions of the Competent Authority shall be final and binding on all bidders.

16.3 Any space or facility provided by the Institution to the Agency for establishing a temporary setup shall be on a permissive, non-exclusive, and revocable basis, without creating any right, title, interest, lease, or tenancy in favour of the Agency. The Agency shall ensure that such space is used strictly for purposes related to execution of the training programme and shall vacate the same immediately upon completion, termination, or as directed by the Institution.

16.4 The Department may issue deployment guidelines, demand aggregation, and allocation plans from time to time, which shall be binding on the Agency.

16.5 The Agency shall not collect any fee, charges, or consideration directly or indirectly from students under any circumstances.

16.6 If any provision of this tender or agreement is held invalid or unenforceable by a competent court, the remaining provisions shall continue to remain valid and enforceable.

17. TERMINATION CLAUSE

17.1 Termination for Default

The Department may terminate the Master Empanelment Agreement or any specific Work Order, in whole or in part, by giving thirty (30) days' written notice, in the event of:

- a) Breach of any terms and conditions of the tender/agreement;
- b) Submission of false, incorrect, or misleading information;
- c) Persistent failure to meet Service Level Agreement (SLA) requirements;
- d) Unsatisfactory performance, negligence, or misconduct;
- e) Non-compliance with statutory obligations.

Pending inquiry into serious misconduct, fraud, statutory violation, or safety concerns, the Department may suspend the concerned Work Order wholly or partly.

17.2 Consequences of Termination

Upon termination:

- a) The Agency shall cease all services immediately including removal of facilitation temporary set-up or as directed
- b) The Department shall be entitled to recover any losses/damages
- c) The Performance Security may be forfeited, wholly or partly
- d) The Agency may be blacklisted/debarred as per applicable rules
- e) Department may arrange substitute deployment at Agency risk and cost.

17.3 Termination for Convenience

The Department reserves the right to terminate any Work Order issued under the Empanelment, in whole or in part, at any time in public interest, without assigning any reason, by giving 30 days' notice to the Agency. In such a case, payment shall be made for services rendered up to the date of termination along with reasonable demobilization costs, if any.

17.4 Exit Management

17.4.1 The Agency shall hand over all attendance records, statutory compliance records, deployment details, and institutional materials before final settlement.

17.4.2 Agency shall continue essential services for transition period up to 30 days if requested by Department.

17.4.3 Clauses relating to confidentiality, indemnity, audit, dispute resolution, recovery, and statutory liabilities shall survive termination or expiry of the relevant Master Empanelment Agreement or Work Order.

18. FORCE MAJEURE

18.1 Definition

Force Majeure shall mean any event beyond the reasonable control of either party, including but not limited to Natural calamities (earthquake, flood, landslide, etc.), war, hostilities, civil commotion, pandemic, epidemic, or public health emergency and acts of Government or statutory authorities.

18.2 The burden of proof of occurrence of Force Majeure event shall lie on the affected party.

18.3 Effect of Force Majeure

Neither party shall be liable for failure or delay in performance of obligations to the extent such failure is caused by a Force Majeure event.

18.4 Notice Requirement

The affected party shall promptly notify the other party in writing within 7 days of occurrence of such event, along with supporting evidence.

18.5 Continuation/Termination

If the Force Majeure condition persists for a period exceeding 30 days, either party may terminate the relevant Work Order without financial liability, except for payments due for services already rendered.

19. DISPUTE RESOLUTION

19.1 Governing Law

The Work Order shall be governed by and construed in accordance with the laws of India and applicable rules of the Government of Himachal Pradesh.

19.2 Amicable Settlement

All disputes or differences arising out of or in connection with the Contract shall, in the first instance, be resolved amicably through mutual discussions.

19.3 Arbitration

Disputes shall be referred to a sole independent arbitrator mutually agreed by Parties. Failing agreement within 30 days, appointment shall be made under Section 11 of Arbitration and Conciliation Act, 1996 through competent jurisdictional court. The arbitration proceedings shall be conducted in English.

19.4 Jurisdiction

Subject to arbitration, courts having territorial jurisdiction over the office of the Director, Technical Education, Vocational & Industrial Training Himachal Pradesh, Sundernagar, District Mandi.

20. PAYMENT TERMS

20.1 Mode and Timeline of Payment

20.1.1 Payment shall be made against valid institution-specific Work Order by the concerned Institution to the Agency under the Master Empanelment Agreement (MEA) on a monthly basis, through electronic transfer, within 15 (fifteen) working days of submission of complete and correct invoices, subject to availability of student welfare funds at the Institutional level.

20.1.2 Monthly invoices shall ordinarily be submitted within 15 days of completion of the billing month.

20.1.3 Monthly invoices and supporting documents shall be submitted in the format prescribed at Annexure-VIII. It shall mandatorily be accompanied by Annexure-X (Instructor Remuneration Disbursement Register), EPF/ESI contribution proof, attendance records, and bank transfer evidence.

20.1.4 The Institution shall verify and process complete invoices ordinarily within 15 working days from receipt thereof.

20.1.5 Deficiencies in invoices/documents, if any, shall be communicated within 10 working days of receipt of invoice. If no deficiency is communicated within 10 working days, invoice shall be deemed complete for processing purposes.

20.2 Basis of Payment

Payments shall be released based on:

- a) Verified attendance records;
- b) Certification by the Head of Institution;
- c) Compliance with Contractual and statutory obligations.

Payment shall be proportionately adjusted for any shortfall in deployment, attendance, or performance.

20.3 The Agency shall comply with all applicable provisions relating to leave, bonus, maternity benefit, workmen compensation, and welfare obligations under applicable laws.

20.4 Statutory Compliance

All statutory liabilities, including EPF, ESI, insurance, and welfare obligations, shall be borne by the Agency.

GST shall be payable extra as applicable, subject to reflection of invoice in GST portal and compliance with statutory return filing obligations.

20.5 Deductions

All applicable deductions shall be made from payments, including:

- a) Statutory deductions (TDS, etc.);
- b) Penalties imposed under the Contract;
- c) Any recoveries due to the Department.

20.6 The Agency shall ensure disbursement of remuneration to deployed instructors by the 7th day of the succeeding month irrespective of release of payment by the Department.

20.7 In cases of persistent default in payment of remuneration to deployed instructors despite release of payment by Institution, the Department may, after due notice, direct remuneration payment through controlled mechanism and recover the same from dues/security of the Agency.

20.8 Delay in Payment

No interest shall be payable for delays up to 45 (forty-five) days from the date of submission of complete and correct invoices.

20.9 Right to Withhold Payment

The Department/Institution reserves the right to withhold or deduct payments, wholly or partly, in case of:

- a) Non-performance or deficiency in services;
- b) Non-compliance with statutory obligations;
- c) Pending disputes or recoveries.

20.10 In case only part of an invoice is disputed, the undisputed amount shall ordinarily be released subject to availability of student welfare funds at institutional level. Wrongful deductions, if found, shall be adjusted in next bill.

20.11 In the event that any statutory liability, including but not limited to EPF, ESI, wages/remuneration, compensation, gratuity, bonus, leave encashment, or any other statutory dues, is imposed upon or recovered from the Department/Institution on account of any act, omission, non-compliance, or default of the Agency, the same shall be recoverable from the Agency in full, together with applicable interest, penalties, damages, and all legal or incidental expenses incurred by the Department/Institution.

20.12 Recoveries may be adjusted from dues payable under any Work Order issued by any institution under this Empanelment. Recoveries shall first be adjusted from running bills, thereafter from Performance Security, and thereafter through legal recovery proceedings.

20.13 Any complaint substantiated regarding recovery of commission, kickback, remuneration-sharing, or unauthorized deductions from deployed instructors shall constitute serious fraud by the Agency and may result in action as per Clause 15.9.

20.13 Audit and Verification

The Department shall have the right to verify invoices, attendance records, remuneration disbursement, and statutory compliance, and the Agency shall provide all necessary records upon request.

21. COMPLIANCE CLAUSE

21.1 Adherence to Rules

The Agency shall strictly comply with the provisions of the Himachal Pradesh Financial Rules, 2009 (HPFR), instructions issued by the Finance Department, and all applicable laws, rules, and regulations.

21.2 The Agency shall not engage any minor/child labour and shall comply with all labour welfare and occupational safety laws.

21.3 Data Protection

21.3.1 The Agency shall ensure confidentiality, integrity, and security of all institutional and student-related data and shall comply with applicable provisions of the Digital Personal Data Protection Act, 2023 and Government cybersecurity guidelines.

21.3.2 Any personal data breach shall be reported to Department within 24 hours.

21.3.3 The Department may impose financial recovery equivalent to actual assessed loss or ₹50,000, whichever is higher, for proven confidentiality breach.

21.3.4 Any breach of confidentiality or unauthorized disclosure of institutional/student data shall constitute material breach of Contract and may result in termination, recovery of damages, and blacklisting. Confidentiality and data protection obligations shall survive expiry or termination of Contract.

21.4 Integrity and Ethical conduct

The Agency shall maintain highest standards of integrity, transparency, ethical conduct, and professional accountability during the Empanelment and execution period. The Agency shall not engage in corruption, bribery, collusion, coercion, fraudulent practice, conflict of interest, falsification of records, or any unfair trade practice. Any violation shall constitute material breach of contract and may result in termination, forfeiture of Performance Security, blacklisting/debarment, and legal action as deemed appropriate by the Department.

21.5 Conflict of Interest

The Agency shall disclose any actual or potential conflict of interest and shall not participate in any activity that may adversely affect the interests of the Department.

21.6 The Agency and instructors shall not commercially exploit, publish, circulate, or monetize institutional photographs, videos, performances, or student-related content without prior written approval of the Department.

21.7 Indemnity

The Agency shall indemnify and keep indemnified the Department/Institution against all claims, losses, damages, statutory liabilities, labour disputes, compensation claims and legal expenses arising from acts/omissions of the Agency or deployed instructors.

21.8 Authenticity of Uploaded Documents

All documents uploaded by the bidder on the hptenders portal shall be deemed to be self-certified and authentic. The Department reserves the right to verify the original documents at any stage, and any discrepancy found shall lead to rejection, termination, and/or legal action.

21.9 The Agency shall preserve all attendance, wage, statutory, and deployment records for a minimum period of five (05) years after expiry of the Empanelment and all Work Orders issued there under. Upon expiry of retention period, records containing personal data shall be securely destroyed in compliance with applicable law.

21.10 Mode of Communication

All communications, notices, clarifications, and corrigenda related to this tender shall be issued through the hptenders portal only. Bidders are advised to regularly monitor the portal for updates. No separate communication shall be issued.

21.11 Insurance and Risk Coverage

21.11.1 The Agency shall, at its own cost, obtain and maintain throughout the entire period of Empanelment and deployment, valid insurance coverage for all deployed instructors against accidental death, permanent disability, temporary disability, and employment-related risks arising during the course of deployment.

21.11.2 The insurance policy shall provide a minimum accidental coverage of not less than ₹10,00,000/- (Rupees Ten Lakhs only) per deployed instructor or such higher amount as may be prescribed by the Department from time to time.

21.11.3 The insurance coverage shall remain valid and enforceable for the entire duration of deployment, including any extension period, and shall be renewed in a timely manner without any break in coverage.

21.11.4 The deployed instructor or his/her lawful nominee/legal heir, as applicable, shall be the beneficiary of such insurance coverage. The Department/Institution shall not be liable for payment of compensation, insurance claims, or risk coverage except to the extent specifically mandated under applicable law.

21.11.5 The Agency shall submit copies of valid insurance policies, premium payment proof, and coverage details to the Department/Institution within fifteen (15) days of issuance of Work Order and thereafter upon every renewal or modification.

21.11.6 Failure to obtain, maintain, renew, or furnish proof of required insurance coverage shall constitute material breach of contract and may result in withholding of payments, suspension of deployment, recovery of risk and cost, termination of Empanelment, or debarment, without prejudice to other legal remedies available to the Department.

21.11.7 The insurance obtained under this clause shall be in addition to and not in substitution of any statutory obligations relating to compensation, EPF, ESI, gratuity, or other welfare obligations applicable under law.

21.12 Anti-Collusive Bidding

The bidder shall certify that:

- (i) the bid has been prepared independently;
- (ii) no consultation, communication, or agreement has been made with any competitor regarding prices, intention to bid, or allocation of work;
- (iii) no attempt has been made to influence the tender process improperly.

21.13 The Agency shall comply with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and shall ensure sensitization and grievance redressal mechanisms for deployed instructors.

Any violation shall result in rejection, forfeiture of security, and blacklisting.

21.14 The Agency and deployed instructors shall comply with anti-ragging regulations/guidelines issued by UGC, AICTE, State Government, and Institutions.

21.15 The Agency shall ensure that deployed instructors maintain professional conduct befitting educational institutions and shall not engage in:

- (i) corporal punishment,
- (ii) discrimination,
- (iii) harassment,
- (iv) substance abuse,
- (v) political/religious propaganda,
- (vi) inappropriate interaction with students.

Any violation shall constitute serious misconduct.

21.16 Any complaint involving student safety, harassment, abuse, misconduct, or moral turpitude against deployed instructors shall be immediately reported to the authorities.

21.17 The Agency shall preserve Remuneration Disbursement Registers, bank transfer proofs, EPF/ESI records, attendance records, statutory filings, and related payroll documents for a

minimum period of five years from completion, expiry, or termination of the Contract and shall produce the same before the Department, audit authorities, labour authorities, EPFO/ESIC officials, vigilance agencies, or any competent authority whenever required. Original registers and supporting payroll/statutory records shall be produced on demand.

21.18 Consequences of Non-Compliance

Any violation of the above provisions shall result in rejection of bid (at tender stage), or termination of Contract (post-award), and/or forfeiture of EMD/Performance Security, and/or Blacklisting/Debarment from future Government tenders, and/or Initiation of legal proceedings as per applicable laws.

21.19 Binding Nature

The above compliance requirements shall be binding on the Agency throughout the Empanelment period and duration of any Work Order issued thereunder, and any deviation shall be treated as a material breach of Contract.

ANNEXURE-I: TECHNICAL BID FORMAT

(To be submitted on Bidder's Letter head)

1. General Information

1. Name of the Bidder/Organization:
2. Legal Status (Company/Partnership/Trust/Society):
3. Registration Number & Date:
4. Registered Office Address:
5. Correspondence Address:
6. Contact Person (Name & Designation):
7. Mobile No.:
8. Email ID:
9. Annual Turnover (last 3 FYs):
10. Pending Litigation Details:
11. Labour License Details (if applicable):
12. EPFO Establishment ID:
13. ESIC Employer code:

2. Statutory Details

Particulars	Details
PAN Number	
GST Registration No.	
EPF Registration No.	
ESI Registration No.	

3. Experience Details (Last 3 Years)

S. No.	Name of Organization	Nature of Work	Duration	Value (₹)	Proof Attached

4. Instructor Details (Minimum 10 Required)

S. No.	Name	Qualification	Experience	Certification	Contact No.	Aadhaar verified (Yes/No)	Police verification status

Please note that full Aadhaar copies shall not be uploaded in bid documents. Bidder should preferably verify Aadhaar through Digilocker or masked Aadhaar (last four digits only).

5. Organizational Capacity

- i. Total number of instructors available:
- ii. Administrative staff strength:
- iii. Office infrastructure details:
- iv. Monitoring/reporting system (brief):

6. Documents Attached Checklist

- i. Registration Certificate
- ii. PAN & GST
- iii. EPF & ESI Registration Certificates
- iv. Experience Certificates/Work orders
- v. Instructor Credentials
- vi. Affidavit (Non-blacklisting)
- vii. Financial Statements (last 3 years) and Turnover certificate by CA
- viii. Solvency Certificate
- ix. EMD Proof
- x. Conflict of interest (declaration)
- xi. Certified statement of pending litigation/arbitration, if any.
- xii. Labour License (if applicable)

7. Declaration

"I/We hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. I/We understand that any false, misleading, suppressed, or forged information/document shall result in rejection/disqualification/termination and forfeiture of EMD/Performance Security besides legal action as per applicable law.

I/We further certify that:

- 1. the bidder has not been blacklisted/debarred by any Government Department/PSU/Autonomous Body;
- 2. all statutory registrations are valid and active;
- 3. police verification records of instructors are maintained by the bidder;
- 4. no attempt has been made to improperly influence the tender process."

Signature of Authorized Signatory;

Name & Designation;

Seal;

Date;

ANNEXURE-II: FINANCIAL BID FORMAT

(To be submitted online through hptendersportal in prescribed BoQ Format)

1. Financial Bid

Sr. No.	Category of Instructor	Per Day Remuneration per Instructor (₹)	Employer EPF Contribution (₹)	Employer ESI Contribution (₹)	Service / Administrative Charges (₹)	Total Evaluated Per day Cost per Instructor (₹)
1	Music Instructor					
2	Physical Education Instructor					

2. Financial Evaluation Methodology

For the purpose of financial evaluation and determination of L₁, the following formula shall apply:

Total Evaluated Per Day Cost = (Daily Remuneration) + Employer Statutory Contributions + Service / Administrative Charges

The bidder quoting the lowest aggregate evaluated cost for all instructor categories combined shall be treated as the Lowest Evaluated Bidder (L₁), subject to compliance with tender conditions and statutory requirements. GST shall not be considered for inter-se financial ranking and shall be payable separately as applicable, subject to submission of a valid GST invoice and compliance with GST Act and Rules.

3. Important Instructions

1. Employer statutory contributions shall be evaluated strictly on notified contribution rates.
2. The bidder shall quote service/administrative charges strictly as a separate fixed per day amount per instructor category in absolute figures only, over and above remuneration, as specified in BoQ. It shall not be negative or nil. It shall be sufficient to ensure statutory compliance and administrative viability.
3. GST shall be quoted separately and shall not be included in evaluated cost. GST shall be payable separately only if legally applicable and actually chargeable under GST law.

4. The Financial Bid shall be submitted strictly in the electronic BoQ format provided on the hptenders portal. Modification of BoQ structure shall not be permitted.
5. Bidders shall not alter formula cells or protected computation fields in BoQ.
6. Rates quoted shall remain firm during the currency of the Contract except where revision is permitted under the Tender conditions.
7. In case of any discrepancy in calculations, the evaluated cost computed by the hptenders system and verified by the Department shall prevail.

4. Declaration

“We hereby certify that:

(i) EPF, ESI, insurance, welfare obligations, and all statutory liabilities have been duly considered in the quoted rates;

(ii) the rates quoted are financially viable and sufficient to ensure compliance with applicable laws and Contractual obligations;

(iii) the quoted remuneration is adequate for engagement of qualified instructors for the instructional duties;

(iv) no hidden charges or additional financial claims shall be raised except those expressly permitted under the Tender conditions.”

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Seal of Bidder: _____

Date: _____

ANNEXURE-III TECHNICAL EVALUATION SHEET

(To be used by Technical Evaluation Committee)

Sr. No.	Evaluation Parameter	Documentary Requirement	Marks	Scoring Method
1	Experience in providing instructors/manpower services to Government Departments /Boards/Corporations/Autonomous Bodies or recognized private institutions	Work Orders/Completion Certificates/Agreements	20	subject to minimum 10 years experience
2	Experience specifically in educational institutions/skill/vocational/music training assignments	Documentary proof of contracts/work orders	15	5 marks per eligible assignment subject to maximum 15 marks
3	Average Annual Turnover during last three financial years from similar services	CA Certificate/Audited Balance Sheet	15	₹10 lakh = 5 marks; ₹10 lakh-₹50 lakh = 10 marks; Above ₹50 lakh = 15 marks
4	Number of instructors available with bidder	EPF records/appointment records/deployment records	20	10 instructors = 10 marks; 15 instructors = 15 marks; 20 or more instructors = 20 marks
5	EPF/ESI/GST statutory compliance	Registration certificates and latest returns/challans	10	Fully compliant = 10 marks; partial/non-submission = 0
6	Office establishment in Himachal Pradesh	Registration proof/rent deed/electricity bill	5	Presence in HP = 5 marks
7	Litigation/blacklisting status	Self-certification affidavit	5	No blacklisting/litigation = 5 marks
8	Availability of replacement and deployment mechanism	Documentary SOP/undertaking	5	Deployment within prescribed timelines = 5 marks
9	Digital attendance/payroll management capability	Mobile attendance app screenshots/payroll software demonstration	5	Functional system demonstrated = 5 marks
Total Marks			100	

QUALIFYING CRITERIA

“Only bidders securing minimum 50 marks in Technical Evaluation shall qualify for opening of Financial Bids.”

NOTE:

1. Marks shall be awarded strictly on the basis of documentary evidence submitted by the bidder as per criteria mentioned in clause 11.3.
2. Claims without supporting documentary proof shall not be considered.
3. The Technical Evaluation Committee may seek clarification only for verification of submitted documents and not for improvement of bid contents.
4. Fractions of marks shall not ordinarily be awarded unless specifically provided.
5. In case of conflicting documents, the decision of the Department shall prevail subject to principles of fairness and transparency.
6. Submission of fabricated experience certificates/work orders/compliances shall constitute fraud.
7. Committee members shall record justification for marks awarded.
8. Final recommendation shall be duly signed by all members.

Names, Signatures and Date of Evaluation (by Evaluation Committee Members):

1. _____
2. _____
3. _____

ANNEXURE-IV: SCRUTINY CHECKLIST

(To be used by Tender Scrutiny Committee)

A. Preliminary Scrutiny

Sr. No.	Criteria	Yes/No	Remarks
1.	Bid submitted within prescribed date & time		
2.	EMD submitted/valid exemption proof attached		
3.	Bid properly signed and stamped		
4.	Two-Bid System followed correctly		
5.	Technical Bid and Financial Bid submitted separately		
6.	Valid Digital Signature Certificate (DSC) used		
7.	Bid validity requirement complied with		
8.	Required annexures uploaded		

B. Eligibility & Statutory Verification

Sr. No.	Criteria	Yes/No	Remarks
1.	Registration Certificate valid		
2.	PAN submitted		
3.	GST Registration submitted and valid		
4.	EPF Registration submitted and valid		
5.	ESI Registration submitted and valid		
6.	Solvency Certificate submitted and valid		
7.	Turnover Certificate/CA Certificate submitted		
8.	Financial Statements for last 3 FYs submitted		
9.	Labour License details submitted (where applicable)		
10.	Experience criteria fulfilled		
11.	Supporting Work Orders/Completion Certificates attached		
12.	Minimum instructor pool available		
13.	Non-blacklisting affidavit submitted		
14.	Litigation/Pending Arbitration disclosure submitted		
15.	Conflict of Interest declaration submitted		

C. Technical Qualification Scrutiny

Sr. No.	Criteria	Yes/No	Remarks
1.	Instructor qualification documents verified		
2.	Experience credentials verified		
3.	Organizational capacity details verified		
4.	Supporting documents found authentic and legible		
5.	No material discrepancy observed in uploaded documents		
6.	Minimum technical qualifying marks achieved (≥ 50)		

D. Financial Bid Eligibility

Sr. No.	Criteria	Yes/No	Remarks
1.	Financial Bid submitted in prescribed BoQ format		
2.	No financial information disclosed in Technical Bid		
3.	Quoted remuneration complies with minimum remuneration norms		
4.	EPF/ESI contribution structure correctly quoted		
5.	Service charges quoted separately and non-negative		

E. Final Recommendation

Recommendation	Tick (✓)
Qualified for Opening of Financial Bid	
Disqualified	

Reasons for Disqualification (if any):

Tender Scrutiny Committee Members

Sr. No.	Name & Designation	Signature	Date
1			
2			
3			

Note:

1. Scrutiny shall be carried out strictly in accordance with the Tender Document and applicable empanelment rules.
2. Any discrepancy, ambiguity, forged document, or material suppression detected during scrutiny shall be recorded specifically.
3. Original documents may be called for verification wherever required.
4. Mere fulfillment of preliminary scrutiny shall not automatically qualify the bidder unless technical evaluation requirements are also satisfied.
5. The Department may verify uploaded certificates/documents through DigiLocker, issuing authorities, statutory databases, or online verification systems before or after technical evaluation.

ANNEXURE-V: DRAFTMASTER EMPANELMENT AGREEMENT (MEA)

This Agreement is made on this ____ day of _____, 2026 at _____, Himachal Pradesh,

BETWEEN

The **Director, Department of Technical Education, Himachal Pradesh**, having its office at _____ (hereinafter referred to as the **"First Party" or "Department"**, which expression shall, unless repugnant to the context, include its successors and assigns);

AND

M/s _____, a duly registered entity under applicable laws, having its registered office at _____ (hereinafter referred to as the **"Second Party" or "Agency"**, which expression shall, unless repugnant to the context, include its successors, legal representatives, and permitted assigns).

The First Party and Second Party shall hereinafter be collectively referred to as the **"Parties"** and individually as a **"Party"**.

1. SCOPE OF AGREEMENT

1.1 The Second Party agrees to provide and deploy, pursuant to institution-specific Work Orders **qualified Music Instructors and Physical Education Instructors** to Government Technical Education Institutions (TEI's) under the Department, strictly in accordance with the provisions of the Tender Document.

1.2 The scope shall include:

- 1) Deployment of qualified instructors as per prescribed criteria
- 2) Maintenance of attendance and discipline
- 3) Submission of monthly reports
- 4) Replacement of instructors within stipulated timelines
- 5) Compliance with all statutory and Contractual obligations

1.3 The Tender Document, including all its clauses and annexures, shall form an **integral and binding part of this Agreement**.

2. DURATION OF AGREEMENT

2.1 This Agreement shall remain in force for a period of **one (01) year** from the date of execution. However, the actual deployment shall be governed by separate Work Order issued by Institutions from time to time.

2.2 The Agreement may be extended for further period(s), subject to:

- 1) Satisfactory performance of the Agency
- 2) Mutual consent of the Parties
- 3) Approval of the Competent Authority

3. OBLIGATIONS OF THE AGENCY

3.1 The Agency shall:

- a) Deploy instructors meeting the prescribed qualification and experience criteria;
- b) Ensure discipline, punctuality, and professional conduct of instructors;
- c) Maintain attendance records and submit monthly reports;
- d) Provide replacement within stipulated time in case of absence or unsatisfactory performance;
- e) Ensure compliance with all applicable laws, including but not limited to:

- i. EPF, ESI
- ii. GST
- iii. Labour Laws
- iv. Insurance and welfare provisions

3.2 The Agency shall be solely responsible for:

- i. Payment of remuneration to deployed instructors
- ii. Compliance with statutory obligations
- iii. Any claims, liabilities, or disputes arising from employment of instructors

3.3 The instructors deployed shall remain employees of the Agency, and no employer-employee relationship shall exist between the Department/Institution and such instructors.

3.4 The Agency may, with prior written approval of the concerned Institution, establish a temporary facilitation setup within the institutional premises for effective delivery of services. Such permission shall be:

- (a) purely temporary and co-terminus with the Contract;
- (b) non-transferable and non-exclusive;
- (c) subject to compliance with institutional rules and directions;
- (d) revocable at any time without assigning reasons.

The Agency shall not claim any legal right, tenancy, or compensation on account of such permission and shall be liable to restore the premises to its original condition upon cessation of use.

4. OBLIGATIONS OF THE DEPARTMENT/INSTITUTIONS

4.1 The Department/Institutions shall:

- a) Communicate requirements of instructors;
- b) Verify attendance and performance;
- c) Certify bills for payment;
- d) Monitor performance of deployed instructors.

4.2 All communications relating to deployed instructors shall ordinarily be routed through the authorized representative/supervisor of the Agency.

4.3 The Department shall not be responsible for:

- a) Payment of salaries directly to instructors
- b) Any statutory liabilities of the Agency

5. PAYMENT TERMS

5.1 Payment shall be made by the concerned institution to the Agency on a monthly basis, subject to:

- a) Submission of invoices
- b) Verification of attendance
- c) Certification by Head of Institution

5.2 Payments shall be subject to:

- a) Statutory deductions (TDS, etc.)
- b) Penalties imposed under the Contract

5.3 The approved rates shall include remuneration and service charges as quoted in the financial bid. Statutory liabilities including EPF/ESI and GST shall be payable as applicable under law.

6. PERFORMANCE SECURITY

6.1 The Agency shall furnish a Performance Security as specified in the Tender.

6.2 The Performance Security shall be liable for forfeiture in case of:

- i. Non-performance
- ii. Breach of Contract
- iii. Termination due to default

7. PENALTY AND PERFORMANCE

7.1 Penalties shall be imposed in accordance with Clause 15 of the Tender Document.

7.2 Repeated violations shall result in:

- i. Termination of Contract
- ii. Forfeiture of Performance Security
- iii. Blacklisting/debarment

8. TERMINATION

8.1 This Agreement may be terminated by the Department:

- i. For breach of terms
- ii. For misrepresentation
- iii. For unsatisfactory performance
- iv. In public interest

by giving 30 days' written notice.

8.2 Upon termination:

- i. The Agency shall cease operations
- ii. Department may recover losses
- iii. Performance Security may be forfeited

9. FORCE MAJEURE

9.1 Neither Party shall be liable for failure to perform obligations due to events beyond control, including:

- i. Natural disasters
- ii. War
- iii. Pandemic

9.2 The affected Party shall notify within 7 days.

10. DISPUTE RESOLUTION

10.1 Disputes shall first be resolved amicably.

10.2 Failing which, disputes shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996.

10.3 Subject to arbitration proceedings, the courts having territorial jurisdiction over the office of Director, Technical Education, Vocation & Industrial Training Himachal Pradesh.

11. COMPLIANCE AND INTEGRITY

11.1 The Agency shall comply with applicable financial rules, maintain integrity and transparency and avoid conflict of interest.

11.2 Any violation shall result in termination, blacklisting and legal action.

12. CONFIDENTIALITY

The Agency shall maintain confidentiality of all information, data, and records related to the Department and shall not disclose the same without prior approval. Confidentiality obligations shall survive expiry/termination for five (05) years.

13. INDEMNITY

The Agency shall indemnify, defend, and hold harmless the Department, Institutions, officers, and employees against all claims, liabilities, losses, damages, penalties, labour disputes, statutory dues, litigation costs, and legal expenses arising out of:

- (i) acts or omissions of deployed instructors,
- (ii) violation of labour laws,
- (iii) non-payment of remuneration/statutory dues,
- (iv) third-party claims,
- (v) misconduct or negligence of deployed instructors.

14. ASSIGNMENT

The Agency shall not assign or transfer its obligations without prior written consent of the Department.

15. ENTIRE AGREEMENT

This Agreement, along with the Tender Document, constitutes the entire agreement between the Parties.

16. AMENDMENT

Any amendment shall be made only through written mutual consent of both Parties.

17. BINDING EFFECT

This Agreement shall be binding upon both Parties and their successors.

This Agreement shall be executed on appropriate non-judicial stamp paper as per Himachal Pradesh Stamp Act.

IN WITNESS WHEREOF

The Parties hereto have signed this Agreement on the day, month, and year first above written.

For and on behalf of First Party

(Signature)

Name:

Designation: Director, Technical Education

Seal:

Witnesses

1. Name:

Signature: _____

2. Name:

Signature: _____

For and on behalf of Second Party

(Signature)

Name:

Designation:

Seal:

Witnesses

1. Name:

Signature: _____

2. Name:

Signature: _____

ANNEXURE-VI

FORMAT OF INSTITUTION-SPECIFIC WORK ORDER

(To be issued by the Head of Institution under Master Empanelment Agreement)

OFFICE OF THE PRINCIPAL/HEAD OF INSTITUTION

Name of Institution: _____

Address: _____

Phone/Email: _____

Work Order No.: _____

Date: _____

WORK ORDER

To,

M/s _____

Address: _____

Subject:Deployment of Music Instructor(s)/Physical Education Instructor(s) under Empanelment Tender.

Reference:

- i. Tender No. _____ dated _____
- ii. Letter of Empanelment dated _____
- iii. Master Empanelment Agreement executed on _____

1. Approval & Administrative Sanction

Sanction is hereby accorded for deployment of instructors under this Work Order subject to terms and conditions of the Tender Document, Master Empanelment Agreement, and institutional requirements.

Availability of Student Welfare Funds Certified: Yes / No

Administrative Approval Reference No.: _____

2. Instructor Deployment Details

Sr. No.	Name of Instructor	Category (Music/ PEI)	Qualification	Deployment Location	Start Date	End Date	Weekly duty hours	Reporting time
1								
2								

3. Financial Terms

Particulars	Amount (₹)
Per day Remuneration per Instructor	
Employer EPF Contribution	
Employer ESI Contribution	
Service Charges	
GST (if applicable)	
Total Per day Liability	

4. Attendance & Performance Monitoring

1. Attendance shall be maintained through institution-approved attendance mechanism including biometric system wherever available.
2. Monthly attendance verification shall be carried out by the designated Nodal Officer.
3. Performance of instructors shall be reviewed periodically by the Institution based on punctuality, discipline, quality of instruction, student participation, institutional activity support, conduct and professionalism.
4. Unsatisfactory performance may result in warning, replacement recommendation, deduction/penalty, termination of deployment in accordance with tender conditions.

5. Reporting & Supervision

Institutional Nodal Officer

Name: _____

Designation: _____

Mobile No.: _____

Email ID: _____

The Nodal Officer shall coordinate attendance verification, deployment monitoring, duty scheduling, and invoice certification strictly for service monitoring purposes.

6. Invoice Submission & Payment Authority

Monthly invoices along with attendance records, statutory compliance documents, remuneration disbursement proof, and Annexure-VIII & Annexure-X shall be submitted to:

Invoice Processing Authority: _____

Designation: _____

Office Address: _____

Payments shall be processed subject to verified attendance, satisfactory performance, statutory compliance, and availability of student welfare funds.

Monthly invoices shall be submitted by the Agency by the 15th day of the succeeding billing month.

7. Maximum Approved Financial Liability

The maximum approved financial liability under this Work Order shall not exceed:

₹ _____

(Rupees _____ only)

No amount beyond the above approved limit shall be payable without prior written approval of the Competent Authority.

8. Deployment Conditions

1. Deployment shall remain purely contractual and service-oriented in nature.
2. No employer-employee relationship shall arise between deployed instructors and Government/Institution.
3. Instructors shall possess valid qualification, police verification, medical fitness, and identity verification documents prior to deployment.
4. Attendance shall be recorded through approved attendance mechanism of Institution.
5. Replacement of instructors shall be made in accordance with SLA provisions of the Tender Document.
6. All statutory obligations including EPF, ESI, insurance, remuneration payment, and labour law compliance shall remain responsibility of the Agency.
7. Failure to comply statutory compliance obligations shall attract penalties under the Tender and Agreement.
8. Remuneration and service charges shall be as finalized through Empanelment tender.
9. Violations as mentioned in the tender shall attract penalties as per tender conditions.

9. Confidentiality & Conduct

The deployed instructors shall:

- i. maintain confidentiality of institutional records,
- ii. maintain professional conduct,
- iii. avoid unauthorized photography/video recording,
- iv. comply with child safety and institutional discipline norms.

10. Period of Validity

This Work Order shall remain valid from _____ to _____, unless terminated earlier in accordance with the Tender conditions or extended with approval of the Competent Authority.

11. Acceptance by Agency

The Agency shall communicate acceptance of this Work Order within _____ days from issuance.

Failure to commence deployment within stipulated timelines may result in cancellation of Work Order and further action as per tender conditions.

Issued By

Head of Institution / Authorized Officer

Name: _____

Designation: _____

Signature & Seal: _____

Date: _____

Acceptance by Agency

Accepted and agreed to comply with all terms and conditions of the Tender Document, Master Empanelment Agreement, and this Work Order.

For Agency

Authorized Signatory: _____

Name & Designation: _____

Signature & Seal: _____

Date: _____

ANNEXURE-VII: MONTHLY ATTENDANCE CERTIFICATION FORMAT

(To be submitted by Agency and certified by Institution)

Government Technical Education Institution: _____ Month & Year: _____

Agency Name: _____

Sr. No.	Name of Instructor	Category	Days Deployed	Days Present	Days Absent	Approved Leave	Total Duty Hours	Remarks
1								
2								

Certification by Agency

Certified that:

1. The above attendance details are true and correct.
2. Remuneration has been disbursed to instructors in accordance with applicable laws.
3. All statutory obligations including EPF/ESI contributions have been complied with.

Signature of Authorized Representative of Agency

Name: _____

Designation: _____

Date: _____

Certification by Institution

Verified from institutional attendance records and found correct.

Signature of Reporting Officer

Name: _____

Designation: _____

Date: _____

Countersigned by Head of Institution

Name:.....

Designation:.....

Seal:.....

ANNEXURE-VIII

FORMAT OF MONTHLY BILL / STATUTORY COMPLIANCE CERTIFICATE

(To be submitted by the Agency along with monthly invoice)

1. BASIC DETAILS

Particulars	Details
Name of Agency	
Address of Agency	
GSTIN of Agency	
Invoice No. & Date	
Billing Month & Year	
Name of Institution	
Work Order No. & Date	
Number of Instructors Deployed	

2. INSTRUCTOR-WISE REMUNERATION AND STATUTORY COMPLIANCE DETAILS

Sr. No.	Name of Instructor	Trade/Subject	Days Worked	Gross Remuneration (₹)	Employee EPF Deduction (₹)	Employer EPF Contribution (₹)	EPF UAN No.	EPF ECR Reference No.	Employee ESI Deduction (₹)	Employer ESI Contribution (₹)	ESI Insurance No.	ESI Challan/Reference No.	Net Remuneration Paid (₹)	Remuneration Transfer Date	Bank UTR/Transaction No.

3. SUMMARY OF CLAIM

Component	Amount (₹)
Total Gross Remuneration	
Total Employer EPF Contribution	
Total Employer ESI Contribution	
Service / Administrative Charges	
GST Amount	
Gross Invoice Amount	
Less: Penalties / Recoveries, if any	
Net Payable Amount	

4. DEDUCTION / RECOVERY RECONCILIATION

Particulars	Amount (₹)
Absenteeism Penalty	
Delay Replacement Penalty	
Other Recoveries	
Total Deductions	

5. DOCUMENTS TO BE ATTACHED

The following documents shall mandatorily accompany the monthly bill:

1. Instructor-wise attendance duly certified by Head of Institution/Nodal Officer;
2. Remuneration disbursement proof/Bank statement;
3. EPF challan and ECR copy;
4. ESI challan/contribution proof, wherever applicable;
5. GST invoice;
6. Copy of statutory returns, if required;
7. Penalty/recovery statement, if any.
8. Annexure-X certified copy.

6. AGENCY CERTIFICATION

Certified that:

- a) Remuneration to all deployed instructors have been disbursed through bank transfer only;
- b) EPF/ESI contributions have been deposited within prescribed timelines;
- c) No amount recoverable from instructors has been unlawfully withheld;
- d) The information furnished above is true and correct;
- e) No fake attendance, ghost deployment, forged document, or duplicate claim has been submitted.

Authorized Signatory of Agency

Name: _____

Designation: _____

Date: _____

Seal & Signature

7. CERTIFICATION BY HEAD OF INSTITUTION / NODAL OFFICER

Certified that:

- a) The instructors mentioned above were actually deployed during the claimed period;
- b) Attendance and performance have been verified from institutional records;
- c) Services were found satisfactory/not satisfactory (strike out whichever is not applicable);
- d) Recommended for payment of ₹_____.

Name of Head of Institution / Nodal Officer: _____

Designation: _____

Date: _____

Seal & Signature

ANNEXURE-IX: INSTRUCTOR UNDERTAKING FORMAT

(To be signed by each deployed instructor)

1. Name of Instructor: _____
2. Father's Name: _____
3. Address: _____
4. Mobile No.: _____
5. Aadhaar No. (last four digits only): _____
6. Category: Music Instructor / Physical Education Instructor
7. Name of Agency: _____
8. Place of Deployment: _____

UNDERTAKING

I hereby undertake and declare that:

1. I have been deployed by the above-mentioned Agency and shall remain instructor of the Agency only.
2. I shall not claim absorption, regularization, continuation, age relaxation, pensionary benefit or appointment under Government of Himachal Pradesh or the concerned Institution by virtue of this deployment.
3. I shall maintain professional conduct, discipline, punctuality, and integrity at all times.
4. I shall comply with all institutional rules, anti-ragging guidelines, student safety norms, and lawful instructions issued by the Institution.
5. I shall not engage in harassment, discrimination, corporal punishment, substance abuse, political/religious propaganda, or any inappropriate conduct with students.
6. I declare that no criminal case, disciplinary proceeding, or moral turpitude matter is pending against me.
7. I understand that misconduct, misrepresentation, or violation of institutional norms may result in removal from deployment.
8. I consent to verification of my educational qualifications, identity documents, police verification records, and other credentials.
9. I shall maintain confidentiality of institutional/student-related information.

Signature of Instructor

Name: _____

Date: _____

Witnesses:

1. Name: _____
Signature: _____
2. Name: _____
Signature: _____

ANNEXURE – X

INSTRUCTOR REMUNERATION DISBURSEMENT REGISTER

(See clause 14.5)

Sr. No.	Name of Institution	Month & Year	Instructor Name	Category/Trade	Bank A/c No. (Last 4 Digits Only)	Gross Remuneration (₹)	Employee EPF Deduction (₹)	Employee ESI Deduction (₹)	Other Deductions (₹)	Net Amount Paid (₹)	Date of Transfer	Bank/UTR Reference No.	Instructor Acknowledgement/Signature	Remarks

Certification by Agency

Certified that:

1. Remuneration to all deployed instructors has been disbursed through banking channels only.
2. Statutory deductions and employer contributions under EPF/ESI have been deposited in accordance with applicable laws.
3. No unauthorized deduction, commission, recovery, or sharing of remuneration has been made from any instructor.
4. The particulars furnished above are true and verifiable from bank records, payroll records, EPF/ESI filings, and statutory registers.

Name of Agency: _____

Authorized Signatory: _____

Designation: _____

Signature & Seal: _____

Date: _____

Verification by Institution

Verified with attendance records and supporting payment documents.

Name of Institution: _____

Verified By (Nodal Officer/HOI): _____

Designation: _____

Signature: _____

Date: _____

Digitally signed by
ROHIT RATHOUR
Date: 30-10-2026
16:10:41
(Rohit Rathour, HPAS)
Director,
Technical Education
Vocational and Industrial Training
Himachal Pradesh, Sundernagar