

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-07-2025 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-07-2025 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	50 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Jammu & Kashmir
विभाग का नाम/Department Name	Higher Education Department Jammu And Kashmir
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Cluster University Of Srinagar
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Admin
अनुबंध अवधि /Contract Period	1 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	90 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	2239200
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	45000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	0.01
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

BUYER

Cluster University of Srinagar, Higher Education Department Jammu and Kashmir, N/A,  
(Munir Ahmad Mir)

## विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

## एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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## एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

## अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Scope of work & Job description:**[1750743865.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1750745214.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Admin ( 20 )**

## तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Skill Category	Unskilled
Educational Qualification	Not Required
Type of Function	Admin
List of Profiles	MTS
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	Unskilled MTS
Title for Optional Allowances 2	Unskilled MTS
Title for Optional Allowances 3	Unskilled MTS
Designation	Unskilled MTS

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Munir Ahmad Mir	190008,Cluster University,Gogji-Bagh, Srinagar Jammu & Kashmir, India, 190008	20	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 311</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 3.11</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 10</li> <li>• Provident Fund (INR per day) : 37.32</li> <li>• Number of working days in a month : 30</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## **Buyer Added Bid Specific**

ATC Buyer Added text based ATC clauses.

1. The bidder should be approved /recognized/registered by Government for providing manpower services. A copy of the relevant certificate should be attached. In addition to above:
  1. Service providers must be registered under labour laws.
  2. Service providers must be registered with the labour fund commissioner
  3. Service providers shall comply with the statutory provisions of the labour laws like minimum wages, EPF,ESI etc.
2. The bidder must comply with the requirements, such as registration with ESI, EPF, PAN/TIN/TAN & GST, and submit proofs thereof. The firm is required to submit IT returns for the last three years and have a minimum turnover of at least Rupees 1 crore a year. Any bid that's without the prescribed EMD shall be outrightly rejected except those allowed under provisions of law, successful bidder shall also have to submit Performance Security. (Rule 170 of GFR 2017)
3. The bidder must have been in existence for the last 3 years. (Attach a copy of relevant certificates, registration details, etc.) and shall have experience in the job with educational entities, autonomous organizations and other government departments preferably in JK UT
4. It shall be the sole liability of the agency/service provider to comply with the provisions of the labour laws/ Employees Provident Fund Act, Employees State Insurance Act, Minimum wages Act and any other labour laws in force and this office shall not , in any way be liable for the Acts of omission and commission of the agency/service provider which may contravene with the provisions of any of the laws in force .
5. The selected Agency/ will have to pay taxes/income tax on the contract amount as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the Agency/Contractor. Ot

herwise, it shall be deductible from his payments.

6. The bidder must have the registered address within the geographical location of District Srinagar, UT of Jammu and Kashmir.







The complete address and contact person details shall be given, and all correspondence will be made at this address only. At least one Representative/ Supervisor or above-level personnel should be deployed in the univ

ersity who can visit the university regularly.

7. The Agency shall employ adult staff as per the criteria of J&K Govt.

8. The staff provided by the service provider/ agency shall be bound to observe all instructions issued by this office concerning general discipline and behavior.

9. The Agency/Contractor staff shall not be treated like the staff of Cluster University Srinagar for any purpose whatsoever. The Agency shall be responsible for strict compliance of all statutory provisions of relevant labor laws applicable from time to time in carrying out the above job.

10. The Agency shall disburse the wages to the workers through e-bank transfer to their respective accounts by 5<sup>th</sup> of every month and a copy of the payment details will have to be furnished to this office along with the bill preferred to this office every month for payment. Non-payment of wages and any malpractice if noticed, will invite a penalty which may lead to termination of contract & blacklisting of the firm or any other decision deemed fit by the Competent Authority. The Agency will also be liable to pay the disputed outstanding amount.

11. None of the persons engaged by the Agency shall enter into any kind of private work at any other location during working hours.

12. Based on the requirement of each job, the personnel supplied by the Agency for engagement/deployment will be decided by Cluster University Srinagar & the decision of Cluster University Srinagar will be final in this regard. In case Cluster University Srinagar in its discretion finds any deployed person as not desirable and not suitable for whatsoever reasons will be at the sole discretion of the Cluster University Srinagar and upon so being notified by Cluster University Srinagar the Agency shall be liable to withdraw such person(s) forthwith and substitute by a person(s) acceptable to Cluster University Srinagar.

13. Office timings will be as per University norms.

14. The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages, and various other provisions for all its personnel deputed to work for Cluster University Srinagar. The agency shall pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at the first instance and may lead to termination of contract on recurring instances.

15. Cluster University Srinagar shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.

16. In the event of any dispute or difference, the same shall be referred for arbitration to the sole arbitrator i.e Hon'ble Vice-Chancellor, Cluster University Srinagar, or his nominee, whose decision shall be final and binding upon the Parties.

17. The minimum rates of wages and statutory contribution viz. EPF, ESI (wherever applicable), EDLI, and Administrative charges on EPF as notified by the J&K Govt. from time to time shall be paid by the university. However, the contractor will quote for agency charges in terms of percentage per day per man in the prescribed format as legally permissible at the end of the tender document.

18. The agency shall have UAN No. issued by Regional Provident Fund Commissioner.

19. The successful agency shall get the ESI ID Cards issued for the staff State Insurance office in favour of the labourers/ manpower as per bill for the month of July 2025 at his own level and the remaining manpower if any, shall also be issued said cards with one month of award of contract.

20. The Agency will ensure that EPF and ESI (wherever applicable) are credited to individual accounts of the staff and shall attach a monthly statement on account of EPF/ESI showing details of the employer's contribution, contractual labourers contribution in respect of all deployed contractual persons along with the bill every month supported by challan/ receipts issued by concerned authorities like EPFO, EDLI offices for verifications.

21. The contractor shall be held responsible for any sort of theft/loss etc. caused due to the negligence of the contractor's staff or due to non-supply of the desired number of persons to the University and the same may be recovered from the bill of the contractor.

22. The contract will be initially for a period of 01 (One) year from the date of signing the agreement.

23. The successful bidder shall abide by the statutory obligations to be followed in the contract for hiring manpower from outsource agencies on GEM portal notified by the J&K Government vide Govt. order no.08- FD of 2023 dated:04-12-2023 and modifications if any made by the Govt. from time to time.

24. **All the participants shall upload the**

***required documents (without bunching) at their relevant places on the portal. Otherwise, their participation will be rejected.***

#### 4. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**