



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3288015
Dated/दिनांक : 20-03-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-03-2023 21:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-03-2023 21:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	45 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Jammu & Kashmir
Department Name/विभाग का नाम	Higher Education Department Jammu And Kashmir
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Cluster University Of Srinagar
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Attendant
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	90 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	58675

ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	2.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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।

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

Beneficiary/लाभार्थी :

Chief Accounts Officer
Cluster University of Srinagar, Higher Education Department Jammu and Kashmir, N/A,
(Bilal Ahmad Bilal)

Splitting/विभाजन

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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1. 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.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:na

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:na

Geographic Presence: Office registration certificate:Srinagar, Jammu and Kashmir.

Scope of work & Job description:[1679298149.pdf](#)

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:[1679298179.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1679298195.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Attendant (20)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Attendant
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA

Specification	Values
Addon(s)	
Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Designation	MTS (Multi Tasking Staff)
Title for Optional Allowances 3	0

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement
1	Munir Ahmad Mir	190008,Cluster University,Gogji-Bagh, Srinagar Jammu & Kashmir, India, 190008	20	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 311 • Bonus (INR per day) : 0 • EDLI (INR per day) : 1.55 • EPF Admin Charge (INR per day) : 1.55 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Number of working days in a month : 30 • Provident Fund (INR per day) : 37.32 • ESI (INR per day) : 10.1 • Tenure/ Duration of Employment (in months) : 12

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

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. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

Buyer Added Bid Specific

ATC Buyer Added text based ATC clauses.

1. The bidder should be approved /recognized/registered by State Govt. for providing manpower services. A copy of the relevant certificate should be attached. Service providers should have a valid license from a competent licensing authority under the provision of the Labour Commissioner, J&K Govt. and submit proof thereof.
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 90 lakhs a year.
3. The bidder must have been in existence for the last 2 years(Attach a copy of relevant certificates, registration details, etc.)
4. The service provider shall be responsible for all the rules and regulations enforceable by Labour Commissioner, J&K Govt.
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. Otherwise, it shall be deductible from his payments.
6. The bidder must be within a geographical location of 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 university who can visit the university regularly.
7. The Agency shall employ adult staff as per the criteria of J&K Govt.
8. The Agency shall be responsible for the proper maintenance of decorum, punctuality, discipline, and work output.

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 and Non-payment of wages by 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. Cluster University Srinagar shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the Agency to make a regular payment to the workers engaged by him as per the minimum wages applicable to the State Govt.

11. None of the persons engaged by the Agency shall enter into any kind of private work at different locations 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 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 arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this 6

/ 8 contract) the same shall be referred for arbitration to the sole arbitrator. Hon'ble Vice-Chancellor, Cluster University Srinagar, or his nominee shall be the sole Arbitrator 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 provided 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 from the Employees State Insurance office in favour of the labourers/ manpower as per bill for the month of March 2022 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 his employee's account and shall attach a monthly statement on account of EPF/ESI showing details of the employee's contribution, contractual labourers contribution in respect of all deployed contractual persons along with the bill every month supported by Bank challan 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 qualifying agency shall be asked to retain the supporting staff of the last year, whose performance has remained satisfactory.

Disclaimer/अस्वीकरण

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---