

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-02-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-02-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (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 Jammu
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Skilled; Graduate; Admin , Manpower Outsourcing Services - Minimum wage - Skilled; Secondary School; Others , Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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

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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two 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	15627360
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
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	780000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	2

(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 :

Registrar

Cluster University Of Jammu, Higher Education Department Jammu and Kashmir, N/A,
(Registrar)

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. 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 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.

3. 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.

4. 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

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: Important Clause for all Bidders: The bidder should have registered Office (Headquarter/Sub-Division Office) located at Jammu for more than one year.

Scope of work & Job description: [1767944879.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act: [1768894749.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Skilled; Graduate; Admin (18)

तकनीकी विशिष्टियाँ / Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Graduate
Type of Function	Admin
List of Profiles	JUNIOR ASSISTANT
Specialization	COMPUTER BASED TYPING
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Jammu and Kashmir
एडऑन / Addon(s)	
अतिरिक्त विवरण / Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	JUNIOR ASSISTANT

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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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
1	Zorawar Singh	180001, Canal Road, GGM Science College, Jammu	18	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 449 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.2 • EPF Admin Charge (INR per day) : 2.2 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 14.6 • Provident Fund (INR per day) : 53.86 • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Secondary School; Others (5)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Secondary School
Type of Function	Others
List of Profiles	SUPERVISOR HOUSEKEEPING HOSTEL WARDEN FEMALE DRIVER COOK
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Jammu and Kashmir
एडऑन /Addons	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	SUPERVISOR HOUSEKEEPING HOSTEL WARDEN FEMALE DRIVER COOK

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Zorawar Singh	180001, Canal Road, GGM Science College, Jammu	5	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 483 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.4 • EPF Admin Charge (INR per day) : 2.4 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 15.7 • Provident Fund (INR per day) : 58 • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others (68)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	High School
Type of Function	Others

विवरण/ Specification	मूल्य/ Values
List of Profiles	SWEeper MALLI SECURITY STAFF LABORATORY BEARER MULTI- TASKING STAFF
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Jammu and Kashmir
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Designation	SWEeper MALLI SECURITY STAFF LABORATORY BEARER MULTI- TASKING STAFF
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0
Title for Optional Allowances 1	0

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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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

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	Zorawar Singh	180001, Canal Road, GGM Science College, Jammu	68	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 311 • Bonus (INR per day) : 0 • EDLI (INR per day) : 1.5 • EPF Admin Charge (INR per day) : 1.5 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 10 • Provident Fund (INR per day) : 37 • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 12

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. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any

one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

3. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Instructions to the Bidders regarding E-Tendering Proces

S:

- 1) The interested bidder can download the NIT/bidding document from the web: GeM Portal.
- 2) The bidders have to submit their bids online in electronic format. No proposal be accepted in physical form.
- 3) Bids will be opened online as per time & schedule mentioned in the NIT.
- 4) Before submission of online bids, bidders must ensure that scanned copies of the necessary documents have been attached with bid with the proper signature by the bidder.
- 5) The University will not be responsible for delay in online submission of bids whatsoever reasons may be.
- 6) All the required information for bid must be filled and submitted online.
- 7) Bidders should get ready with the scanned copies of cost of tender document MD as specified in the tender documents. The original instruments in respect of cost of documents and EMD be submitted to the Registrar, Cluster University Community by Registered Post/Speed Post only as per time schedule specified. The scanned copies of cost of tender document, EMD specified in the tender documents should be the same, as submitted online (Scanned copies) otherwise bid will not be accepted.
- 8) Bidders are advised not to attempt to make any change in BOQ (Bill of Materials) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filing the rates inclusive of all taxes and it should be saved with the same as it contains.
- 9) Bidders are advised to scan their documents at 100 DPI (Dots per inch) resolution with Black and White, PDF scan properly.
- 10) The guidelines for submission of bid online can be downloaded from the web:

GeM Portal.

- 11) Intending bidders are advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their tenders. The nature of the work, the means of access to the site, the accommodation they may require and incidental charges shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a bidder implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on execution of the work.

ELIGIBILITY CONDITIONS:

- (a) Certificate of Registration for GST.
- (b) Certificate of experience in form of Completion Certificate from the Government/Semi Government/Autonomous bodies.
- (c) Certificate of registration under Employee's State Insurance Act (latest Challan must be attached).
- (d) Certificate of registration under Employees Provident Fund Act (latest Challan must be attached).
- (e) Current Solvency certificate to be issued by any Nationalized/Schedule bank.
- (f) Pan card of the Bidder/Agency/Organization.
- (g) Annual Turnover Certificate from Chartered Accountant with UDIN for the last three Financial Years (2022-2023, 2023-2024 and 2024-2025).
- (h) Pan based ITR for the last three preceding years.
- (i) Certificate of registration with Contract Labour Act (Regulations & Abolition), 1970.
- (j) Certificate of registration with Private Security Agencies Regulation Act, 2015 (For Security Services only).
- (k) Valid establishment registration/incorporation certificate under Co-operative Societies Act/Shops and Commercial Establishment Act-1961/Indian Companies Act, etc.
- (l) Tender Fee and EMD.
- (m) Affidavit.
- (n) Annexure "A" "B" "C".

(o) Proof of Office Address in Jammu (Telephone Bill, Electricity Bill, Rent Agreement, etc.)

Absence of any one mentioned above will lead to the rejection of the tender out rightly.

ADDITIONAL INSTRUCTIONS FOR THE BIDDERS:

The Tender shall be submitted in the following manner:

(A) Technical Part:

- (i) Scanned copy of Tender Fees.
- (ii) Scanned copy of EMD.

CDR/FDR Format:

Received from M/spledged to the Registrar, Cluster University of Jammu.

- (iii) Scanned copy of an affidavit on Rs. 100/- stamp paper duly attested by 1st Class Judicial Magistrate with the effect that:
 - a) The documents/catalogue alongwith authority letter etc. enclosed with the tender are genuine and have not been tampered or fabricated.
 - b) The firm has not been blacklisted in the past by any Government/Private institution of the country and there is no vigilance/any other investigating agency, case pending against the firm/supplier.
 - c) If anything found wrong at any stage, I shall be responsible and deem to any legal action against me.

(B) Financial Part:

- (i) Rated (Services Charges) submitted by the bidders in the BOQ.
- (ii) Detailed description of rates.

Financial bids (Price bid) of only those bidders shall be opened who qualifies in technical specification compliance statement on the basis of technical evaluation report submitted by the tech

nical committee constituted for the purpose.

Ø GENERAL TERMS & CONDITIONS OF THE CONTRACT :

- 1) The bidder shall carefully examine the terms & conditions. In case of any doubts, he shall before signing the contract refer to the office of the Registrar and get clarifications.
- 2) The bidder should abide by the Labour Laws, ESI Act, EPF Act Minimum Wages Act and various other Acts as applicable from time to time with regard to the personnel engaged by the bidder for the Cluster University of Jammu.
- 3) The Contract shall remain valid for a period of one (01) year from the date of issuance of Award of Contract provided that the same may be extended by mutual consent for a further period as may be decided. The Contract may be subject to quarterly appraisal by the University authorities and review by the Registrar, Cluster University of Jammu. In case the job/work performed are not found satisfactory, the Contract shall be terminated even before the contractual period by serving a notice of not more than one (01) month to this effect.
- 4) There will be MSME Exemption.
- 5) The Minimum Wages shall be paid as per the Notification issued by the Labour and Employment Department, Govt. of J&K from time to time.
- 6) The bidder/authorized representatives should point out to the Registrar, Cluster University of Jammu on the date of pre-bid meeting, embitterment if any. Thereafter the bidder/authorized representative will have no legal right to confer or to represent on one ground or the other.
- 7) The bidder should have registered Office (Headquarter/Sub-Division Office) located at Jammu for more than one year.
- 8) The bidder shall engage required manpower for accomplishing the job round the clock. The Bidder shall strictly comply with all the laws, rules regulations as per the law in force. For any violation in this regard the bidder shall be solely responsible without any liability to the University authorities and with a penalty of Rs. 5000/- or more as deemed fit by the concerned authority.

- 9) All registration and statutory fees, if any in respect of the contract work pursuant to intended contract shall be responsibility of the bidder and shall be payable by the bidder only.
- 10)The Bidder shall provide uniform, identity cards, face-masks, gloves and protective materials to all the manpower engaged by him and ensure that they clad in uniforms with proper identification during duty hours.
- 11)GST, as applicable under rules shall be deducted from the monthly bills of the bidder at source by the Concerned D.D.O.
- 12)The same person should sign the entire correspondence, letter and documents who has signed the original tender. In case of change to this effect, an affidavit shall have to be sent in support of the change.
- 13)The successful bidder shall not in any case assign or sublet the approved contract or any part thereof to any other party.
- 14)The bidder shall obtain Adequate Insurance Policy in respect of the manpower deployed towards meeting the liability of compensation arising out of injury / disablement / death at workplace. The liability / responsibility in case of any accident causing injury / death of any worker shall be of the bidder and in no case, the University as the Principal Employer shall be implicated.
- 15)The Successful bidder shall provide uniforms to his security staff who shall properly dressed and equipped with necessary aids, such as, torches, lathies, metal detectors, etc. during the working hours, which shall be provided by the successful bidder. The University shall only provide a control room for the placement of equipment of the security staff.
- 16)The University Authorities shall have the right to dispense with the service of any security personnel, if not found up to the mark, or any misconduct/misbehaviour is reported on the part of the said security personnel.
- 17)The bidder will maintain the attendance of the personnel deployed.
The register shall remain available round the clock for inspection by the University Authorities. Payment shall be subject to the attendance

nce reports duly verified by the Estates Section.

- 18)The cash deposit receipt/FDR, deposited by the approved bidder, shall be released only after the expiry of the contractual period and on the production of "NO OBJECTION CERTIFICATE" duly issued by the Estates Section.
- 19)If any of the manpower deployed by the firm is found in any type of malpractice or a complaint is received against the concerned, the Registrar of the University shall be competent to hold an enquiry against such manpower & if it is established that the concerned is indulged in any kind of malpractice, the firm shall be personally responsible & a suitable penalty as deemed fit by Registrar of the University shall be levied on the bidder, which may also include the termination of the contract. The decision of the Registrar of the University shall be final & binding. Besides, if warranted under law, criminal proceedings will also be held against the security personnel. Minimum penalty of Rs. 5000/- on each occasion shall be levied. Moreover, Earnest Money/Security Deposit may also be forfeited.
- 20)The bidder shall have to submit a performance certificate if they have worked in any Government /Semi Government/Autonomous bodies.

21)**EARNEST MONEY**

All tenders should be accompanied with the Earnest Money Deposits in the shape of FDR/CDR amounting to Rs. **7,80,000/- (Rupees Seven Lakh Eighty-thousand only)** from Nationalized Bank valid for one (01) year pledged in the name of the Registrar, Cluster University of Jammu . Please note that the tender Number, its due date and complete address of the firms should also be written on the back side of the CDR/FDR so as to ensure its safe return to the unsuccessful bidders as the case may be. The EMD of the unsuccessful bidders shall be refunded immediately after finalization of the bidding. The EMD of the successful bidder, who, after issuance of the Award of Contract, fails to provide the services within the time limit (provided for starting the requisite services) shall be forfeited.

22)The successful bidder shall have to deposit a Performance Security amounting to **Rs. 7,80,000/- (Rupees Seven Lakh Eighty-thousand only)** in the form of DD/FD/CDR from any Nationalized bank within seven (07) days from the issuance of the Contract. The Bid Security/EMD shall be refunded to the successful bidder on the receipt of Performance Security. The EMD of the successful bidder could be converted as a part of the Security Deposit on his request made. The EMD will be adjusted in the head "Security Deposit." The remaining amount, if any, shall have to be paid separately for the entire period of contract and the Security Deposit so retained shall not bear any interest during the period of its retention.

Any penalty/fines/compensation due from the bidder will be deducted from the Security Deposit. The Security Deposit subject to deductions will be refunded two (02) months after successful completion of the Contract and no interest shall be paid on the Security Deposit.

23)The manpower deployed shall be medically fit and project an image of utmost discipline. They have to be extremely courteous and pleasant mannerism in dealing with the Staff/Public. The Administration shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The bidder shall have to arrange the suitable replacement in all such cases.

24)The University reserves the right not to hire the services of particular group of Staff or may increase or decrease the Staff deployed by the Agency depending upon the requirement of the University. The tentative requirement of manpower is illustrated below:

Manpower	Category	Required Manpower
Supervisor (Housekeeping)	Skilled	01
Hostel Warden (Female)		01
Driver		01
Cook		02
Junior Assistant	Administrative / Ministerial	18

Malli	Un-Skilled	02
Sweeper		22
Security Staff		22
Laboratory Bearer		02
Multi-Tasking Staff		20
TOTAL		91

25)The payment would be made on monthly basis for actual shifts manne d/operated by the personnel supplied by the bidder and based on the attendance sheets duly verified by the Estates Section. The bidder will ensure that workers engaged must receive their entitled wages on time . In view of this, the following procedures will be adopted:

- (a) Bidder shall pay their entitled wages on the last day of the month.
- (b) Payment to such workers must be made by the service providers through banks only. To ensure these services providers will get a bank account opened for every engaged worker.
- (c) In order to ensure that such workers get their entitled wages on the last working day of the month, the following schedule will be adhered to:
 - (i) Monthly bill cycle will be from 20th day of the previous month to 19th day of the current month.
 - (ii) Monthly bill as per above cycle, will be submitted by the service providers before 24th of the current month.
- (d) The service provider must ensure that entitled wages of the workers are credited to their bank account on the last working day of the month. Service provider will not be given any relaxation in this matter.
- (e) While submitting the bill for the next month, the service provider must file a certificate certifying the following:
 - (i) Wages of workers were credited to their bank accounts on last working day of every month.
 - (ii) ESI Contribution relating to workers amounting to

Rs. _____ was deposited on _____
_____ (copy of Challan enclosed).

(iii) EPF Contribution relating to workers amounting to
Rs. _____ was deposited on _____
_____ (copy enclosed).

(iv) He is complying with all statutory labour laws including
Minimum Wages Act.

(f) The service provider should submit the bill in accordance with
the above time schedule. In case, he fails to submit the bill by
_____ 26th of the month, even then he has to make the payment to the workers on the last working day.

26) In case, any of the contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 500/- per vacant point per shift be deducted from the contractor's bill.

27) In case, the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, the Registrar of the University reserves the right to impose the penalty as deemed fit and after the four (04) weeks delay, the Registrar of the University reserves the right to cancel the contract. Earnest Money /Security Deposit may also be forfeited.

28) Any liability arising out of any litigation (including those in customer courts) due to any act of the Contractor's personnel shall be directly borne by the contractor including all expenses/fines. The Concerned bidder's personnel shall attend the court as and when required.

29) The manpower engaged shall not take part in any staff union and association activities.

30) That no right, much less a legal right shall vest in the deployed manpower to claim/have employment or otherwise seek absorption in Cluster University of Jammu nor the deployed manpower shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the Cluster University of Jammu. The workers will remain the employees of the contractor and this will be the responsibility of the contractor to make it clear to their workers before deputing on work at Cluster University of Jammu.

- 31) If as a result of payment audit, any overpayment is detected in respect of any work done by the contractor or alleged to have done by the agency under the tender, it shall be recovered by the University.
- 32) The Contractor must be in a condition to pay the salary to the manpower for atleast three (03) months from its own pocket, if any payment is delayed from the University due to unavoidable conditions .
- 33) All conditions will be followed as per the General Financial Rules 2017.
- 34) Price bid has to be quoted in terms of "Vendor's Margin/ Service Charges", to be quoted in percentage and Not in rupees, strictly in accordance with the BoQ clearly mentioning GST/ other Taxes and applicable charges, if any.
- 35) If any of the intended bidder(s) quote 'Nil' charges, its/ their bid shall be treated as 'Non- Responsive' and shall not be considered.
- 36) In case, any of the intended bidder(s) fail to mention any amount with respect to GST, it shall be presumed that amount of GST has been subsumed in the Basic Rate.
- 37) Vendor's Margin/Service Charges once fixed will remain unchanged for the entire duration of the contract or for period of subsequent extension(s) and will not vary with the revision of Minimum Wages or otherwise.
- 38) During the currency of Rate Contract, any consequent change(s) in amount of GST or EPF/ ESIC/ DLI, becoming applicable in pursuance to any subsequent upward/ downward revision of GST or EPF/ ESIC) EDLI, Rates notified by the Government in future shall be effective from the Notified Date(s) from when such changes will come into effect. Accordingly, payment will be made as per applicable Enactments / Rules notified thereunder. Documentary evidence(s) for payment of applicable tax(es)/ Statutory dues shall have to be provided by the successful Participant(s).
- 39) Any Price Escalation or Price Variation, except on account of any upward/ downward revision in Rates of GST or EFP/ ESIC/ EDLI Contributions, shall not be applicable or considered under any circumstances for the Rate Contract coming into force as a result of this bidding process.
- 40) In case, after opening of financial bid(s), it will be observed by the Evaluation Committee that the bidder(s) have made any mistake(s)/ error(s) in quoting the rate(s), which in the opinion of Committee are without any application of mind, thereby jeopardizing finalization of this bidding process, penalty of Rs. 5000/- (Rupees Five Thousand only) will be levied on such defaulting bidder(s) which shall

have to be deposited in the manner to be decided by the Tender Inviting Authority subsequently. The EMD of any such defaulting participant(s) will be refunded only after receipt of proof of deposit of such penalty.

41) **Dispute Resolution:**

- (i) In case of any dispute between the Agency and the Cluster University of Jammu, both the parties shall attempt to resolve the dispute within a period of three (03) months through mutual conciliation under the supervisory guidance of the Vice Chancellor of the Cluster University of Jammu. In case the said dispute is not resolved amicably, the same shall be dealt with in accordance to Circular No. 16-JK(LD) of 2023 dated 28.12.2023 issued by the Department of Law, Justice & Parliamentary Affairs, Government of Jammu and Kashmir.
- (ii) Other disputes, if any, shall be subject to the jurisdiction of Jammu District Courts only and no other Court shall have the jurisdiction.

42) For further updates/amendments, the participating bidders are advised to visit the University website www.clujammu.in. The University is not bound to issue the notifications in the Newspapers or enter into personal correspondence.

6. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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---