

Bid Document

Bid Details	
Bid End Date/Time	28-07-2022 13:00:00
Bid Opening Date/Time	28-07-2022 13:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Military Affairs
Organisation Name	N/a
Office Name	*****
Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Admin; Multi-tasking Staff
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	14 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (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	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	3.00
EMD Amount	86012

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	12

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Principal

Sainik School Jhunjhunu Rajasthan, Department of Military Affairs, N/A, Ministry of Defence
(Principal Sainik School Jhunjhunu)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. 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.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt

Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The Bidder Should Have Executed At Least 3 No. Projects With Contract Value Not Less Than 14 Lakhs For Each Contract Of Providing Manpower Services.

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:The Bidder should have executed at least 3 No. of projects with supply of 15 No. of manpower in each contract of providing Manpower Services.

Geographic Presence: Office registration certificate:Rajasthan, Gujrat, New Delhi, NCR, Haryana, Uttar Pradesh, Punjab, Himachal, Bihar.

Scope of work & Job description:[1658124525.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1657778907.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1657778534.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Multi-tasking Staff (15)

Technical Specifications

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Designation	0
Title for Optional Allowances 2	0

Specification	Values
Title for Optional Allowances 3	0
Title for Optional Allowances 1	0

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	*****	*****Jhunjhunu	15	<ul style="list-style-type: none"> • Bonus (INR per day) : 0 • EDLI (INR per day) : 0.04 • EPF Admin Charge (INR per day) : 4.87 • Minimum daily wage (INR) exclusive of GST : 443 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 14.39 • Number of working days in a month : 26 • Provident Fund (INR per day) : 53.16 • Tenure/ Duration of Employment (in months) : 12

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the

contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

3. **Generic**

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

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. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Principal Sainik School Jhunjhunu Account No. 37448096846 IFSC Code SBIN0032040 Bank Name State Bank of India Branch address Collectorate Jhunjhunu.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. **Buyer Added Bid Specific ATC**

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

7. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

TERMS & CONDITIONS

Requirements :

General Employee (GE) / MTS - 15 Number for 08 hours daily (06 days in a week) unskilled category.

Duties:

GE/ MTS (Multi Tasking Staff) will be responsible for cleaning, wiping, brooming, mopping of areas anywhere in the school premises including roads, toilets, lawns, fields, indoors and outdoors etc., loading / unloading, office runner, Gardening, assistant services, housekeeping, waiter services, maintenance of stable and all other tasks which are associated with a residential school and offices. MTS will be allotted tasks as per day to day requirements of the school and each MTS will be required to perform 08 Hours duty as per allotted tasks. The timing of the work hours may vary as per requirement of the school. No TA/ DA and food will be provided by the school for MTS.

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Qualification:

MTS (Unskilled) - Essential -Matriculation.

Nationality : Foreign Nationals will not be employed for this contract.

Period of contract :The period of contract will be for 1 year.

POCSO:

The contractor will furnish a certificate that all employees have been made aware of various provisions related to POCSO Act and they will not venture in the areas other than stipulated area required (as per directions of the school) as tour of their duty.

Compensation for Any Injury / Death:

The school administration will not be responsible for any type of compensation to the employees of the contractor, due to injury / loss of life caused by any accident / untoward incident that might have happened due to any reasons.

Anti Covid Precautionary Measures:

The manpower is essentially required to be vaccinated with 02 doses of Covid 19 Vaccination and should have a valid certificate for the same.

Aadhar & Identification:

Contractor to ensure that all manpower employed is in possession of valid Aadhar ID & I Card issued by Successful bidder.

Quality of Manpower:

Personnels being deployed as GE/ MTS be physically and mentally fit.

Manpower suffering from any infections contagious diseases will not be employed in the school.

Not to deploy individuals who are involved in criminal and antisocial activities and have a police record to the effect in any police station of the country. The workers antecedents must be verified by the police and the contractor shall be responsible for their acts in the premises. **Police verification should not be more than six months old at the time of commencement of individuals' services at the school.**

The manpower employed by the contractor will not have any claim over job permanency in Sainik School Jhunjhunu.

No frequent changes of GE/MTS will be permitted. Manpower may be changed after performing minimum three months duration at the school and also transition of personnel to take place after due training and making new individual understand the school's work requirement.

If a female worker is employed by the contractor as per requirements of the school, contractor solely will be responsible for providing her working environment and abide by the Honorable Supreme Court of India Judgment order pronounced in the matter of Vishakha V/s UOI & others.

The contractor and his employees will strictly comply with security instructions issued by the School Authority of Sainik School Jhunjhunu.

In case of any dispute between the contractor and the officer operative of the

contract, the matter will be referred to a mutually agreed Sole Arbitrator at Jhunjhunu jurisdiction only. The decision of the Arbitrator will be final and binding on both parties.

The contractor will provide approved uniform including head gear, gloves, masks and safety appliances/ equipment including protective clothing to his workers as per the nature of tasks.

Any malpractice observed may lead to cancellation of the contract and forfeiture of the bid security and / or the PBG.

Sainik School Jhunjhunu authority shall have a right to ask for the replacement of any worker who is not found suitable for the work or whose work output is not found satisfactory or who is adjudged as an undesirable worker.

The bidder will solely be responsible for any legal dispute with his workers deployed in Sainik School Jhunjhunu and School authority will in no way be responsible for any such dispute and the service provider will indemnify the School authority against any such legal costs/ disputes.

The contract will be restricted to 26 days per calendar month. Daily employment will be for eight (08) hours including one hour lunch break. Weekly rest for one day will be ensured by the bidder. Daily working hours will be intimated by the school & changes in the schedule of timings of daily working hours (restricted to eight hours per working day), if any will be intimated to the contractor by the Adm Officer, Sainik School Jhunjhunu on a case to case basis.

The contract can be extended up to a maximum of 06 (six) months if required, subject to satisfactory services, availability of funds, mutual agreement of the Buyer and Seller on the same terms and conditions.

The contractor will ensure supervision of the unskilled worker services in all respects.

The contractor shall abide by the following provisions:-

- (a) Minimum Wages Act 1948 (as amended).
- (b) The contract Labour (Regulation and Abolition) Act 1970.
- (c) Central Govt Contract Labour (Regulation And Abolition) Act.
- (d) Child Labour (Provision and Regulation) Act 1986.
- (e) Employees Provident Fund and Miscellaneous provision Act 1952.
- (f) Any other Act/ Rules/Policies promulgated by the Govt of India and State Govt or in relation to employment of contractual labour.

The contractor shall be solely responsible for the payment of minimum wages and other admissible allowances and contributions in respect of the workers, as engaged by him. Such wages would have to be disbursed through bank accounts to the workers. Particulars of such payments shall be produced on demand as necessitated/ required by the Adm Officer, Sainik School Jhunjhunu.

In case any complaint is received against the services being provided by the successful bidder from the users, the following action will be initiated:-

First Complaint	-	Written Warning.
Second & Third Complaint	-	Show Cause Notice.
Fourth termination of Contract and of the contract will be forfeited.	-	Issue of Show Cause Notice for PBG

In case the contractor provides less than 15 Numbers of Manpower on any day, in addition to the deduction of amount equivalent to deficiency in the services (manpower) provided, Rs. 200/- per absence of per worker per day will be deducted as liquidation damages.

8. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [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 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.

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.

---Thank You---