

BID NO: GEM/2025/B/6542034**Items:** Manpower Outsourcing Services ...**Specification(S)****Remaining Days:** View**Notification(S)****Bid Document****View Representations****Start Date:** 10-08-2025 9:50 PM**End Date:** 25-08-2025 5:00 PM**Bid Status:** Cancelled**Bid Doc Hash:** View

Published

Ended

Finalized

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-08-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-08-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Education
विभाग का नाम/Department Name	Department Of Higher Education
संगठन का नाम/Organisation Name	Delhi University
कार्यालय का नाम/Office Name	Delhi
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Semi-skilled; High School; Admin , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Not Required; Admin
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	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and 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	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover *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 निविदाकर्ता द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकर्ता को दिखाना चाहते हैं? संदर्भ में नू 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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
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
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	Bank of India
ईएमडी राशि/EMD Amount	140000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

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

Principal (Acting), Lakshmbal College
Lakshmbal College, (University of Delhi Ashok Vihar-III, Delhi-110052
(Prof. Lata Sharma)

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	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. 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.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered 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.
5. 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.
6. 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.
7. 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 as defined in the relevant policy, then 100% order

quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No 1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. 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:[1754560829.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1754560893.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1754560919.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.:[1754564109.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Admin (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	
Educational Qualification	Semi-skilled
Type of Function	High School
List of Profiles	Admin
Specialization	Multi-tasking Staff
Post Graduation	Not Required
Specialization for PG	Not Required
Experience	Not Applicable
State	0 to 3 Years
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	NA
Name of states/ UT for geographical presence is required	Yes
	Delhi

विवरण/ Specification	मूल्य/ Values
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	MTS (Sports)

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/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.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Monika Kapoor	110052, LAKSHMIBAI COLLEGE (UNIVERSITY OF DELHI) ASHOK VIHAR, PHASE-111, DELHI - 110 052	1	- Minimum daily wage (INR) exclusive of GST : 784 - Bonus (INR per day) : 0 - EDLI (INR per day) : 0 - EPF Admin Charge (INR per day) : 7.84 - 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) : 25.48 - Provident Fund (INR per day) : 94.08 - Number of working days in a month : 26 - Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Admin (10)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled

विवरण/ Specification	मूल्य/ Values
Educational Qualification	High School
Type of Function	Admin
List of Profiles	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	Delhi

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	MTS (Office Attendant)

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
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क्र.सं./S.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Monika Kapoor	110052, LAKSHMIBAI COLLEGE (UNIVERSITY OF DELHI) ASHOK VIHAR, PHASE-111, DELHI - 110 052	10	• Minimum daily wage (INR) exclusive of GST : 784 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 7.84 • 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) : 25.48 • Provident Fund (INR per day) : 94.08 • Number of working days in a month : 22 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Not Required; Admin (4)

तकनीकी विशेषताएँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	Not Required

विवरण/ Specification	मूल्य/ Values
Type of Function	Admin
List of Profiles	Mali/Gardener
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	Delhi

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	Mali

अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/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.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Monika Kapoor	110052, LAKSHMIBAI COLLEGE (UNIVERSITY OF DELHI) ASHOK VIHAR, PHASE-111, DELHI - 110 052	4	• Minimum daily wage (INR) exclusive of GST : 784 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 7.84 • 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) : 25.48 • Provident Fund (INR per day) : 94.08 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

क्र.सं. 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. Buyer Added Bid Specific ATC

TECHNICAL CONDITIONS

1. The contractor should have previous experience of deploying/supplying Personnel to Government Departments for two years and attach necessary proof of execution of such orders.
2. The contractor/bidder should have valid service tax registration number, PAN/TAN number, labour license of NCT of Delhi/State/Central Govt. and attach necessary proof of the same.
3. The contractor/bidder should be registered with ESIC & EPF authorities and the proof thereof should be provided along with the tender.
4. The vendor should have a minimum solvency of Rs. 1 crore issued by nationalized bank in the name of Lakshmibai College. Solvency Certificate shall be issued on or after the date of publishing the tender.

TECHNICAL BID (QUALIFYING BID DOCUMENT)

1. Name of the Party :
2. Address :
(with telephone no. and fax no.)
3. Name & Address of the proprietor/ :
Partners/Directors (with mobile numbers)
4. Contact person(s) :
(with mobile numbers)
5. No. of years of experience in providing :
Services of skilled/unskilled/Semi skilled personnel
(Enclose proof such as performance reports)
6. Permanent Account Number :
7. Service Tax Registration No. :
8. ESIC registration No. :

9. EFT Registration :

10. Details of EMD :

11. Labour license :

(NCT of Delhi/State/Central Govt.)

12. Bank Solvency Certificate :

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the Department in future.

Signature of Authorize Signatory with date

FINANCIAL CONDITIONS

1. The wages shall be paid as per the prevailing wages prescribed by the Minimum Wages Act of the Delhi Government. The wage will be paid for MTS Office (Semi-skilled), MTS Mali (Unskilled), Nurse (Skilled). Any change in the minimum wages made by the Government will automatically change the wages payable under the contract.
2. The contractor/bidder will have to specify the amount to be charged by them towards Service charges for providing the MTS Office, MTS Mali, Nurse as per the wages. It may be noted that in order to eliminate frivolous bids and disguised charges/deduction from wages of personal, service providers bidding at 0% service charges shall be disqualified.

FINANCIAL BID DOCUMENT

1. Name of the Party :
2. Address :
(with telephone no. and Fax no.)
3. Name & Address of the Proprietor/ :

Partners/Directors (with mobile numbers)

4. Rate of service charges as a percentage to :
be charged on the wages payable as per
Minimum Wages Act of the Delhi Government
(Exclusive of service Tax)

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the Department in future.

Signature of Authorize Signatory with date

GENERAL TERMS AND CONDITIONS

1. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for the category.
2. The persons supplied by the Agency should not have any adverse Police record s/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the service provider which will be verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the college.
3. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
4. The service provider shall withdraw such employees who are not found suitable by the college for any reasons immediately on receipt of such a request from the college.
5. The service provider shall engage necessary persons as required by this college from time to time. The said persons engaged by the service provider shall be the employees of the service provider. The Company/Firm/Agency will provide proof of receipt of wages by the workers before the end of each month. There is no master & Servant relationship between the employees of the service provider and this college and further that the said persons of the service provider shall not claim any absorption in the college on any ground whatsoever.
6. The service provider's personnel shall not claim any benefit/ compensation /absorption/regularization of service from /in this college under the provision of Industrial Disputes Act, 1947 of Contract labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to the college.
7. The service provider's personnel shall not divulge or disclose to any person, an

y details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all these matters are of confidential/secret nature.

8. The service provider personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this college. The service provider shall be responsible for any act of indiscipline on the part persons deployed by the Agency.
9. That the persons deputed shall not be below the age of 19 years and they shall not interfere with the duties of the employees of the College.
10. The college may require the service provider to remove from the office, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct or due to any other reasons whatsoever, the service provider shall forthwith comply with such direction and shall replace such persons immediately.
11. The service provider has to provide Photo Identity Cards to the persons deployed by them for carrying out the work which can be verified anytime by the office.
12. The service provider shall ensure proper conduct of their persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, tobacco/gutka, loitering without work etc.
13. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
14. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum wages Act, Employees Provident Fund Act, ESI Act, etc. and the college shall not incur any liability of the service provider for any expenditure whatsoever on the persons employed by the agency on account of any such statutory obligation. The agency will have to provide particulars of EPF, ESI of its employees engaged in the college, on monthly basis, along with bill submitted by them.
15. No cash payment is allowed to be made to any employee. The vendor is required to submit bank statement alongwith bill failing which the payment will be forfeited.
16. The service provider will submit the bill, in triplicate in respect of a particular month in the first week of the next month along with copies of receipts towards EPF/ESI deposition for the previous month and copies of attendance register(s).
16. Payment to the service provider would be strictly on certification by the officer with whom the person deployed is attached that his attendance certified as per the bill preferred by the service provider.
17. No wages /remuneration will be paid to any person for the days of absence from duty.
18. The service provider will have to provide the required number of additional persons for a shorter period also, in case of any exigencies as per the requirement of this college.
19. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. Th

e payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

20. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from college to the service provider shall be acknowledged immediately on receipt, on the same day. The service provider shall strictly observe the instructions issued by the college in fulfillment of the contract from time to time.
21. This college shall not be liable for any loss, damage, theft burglary or robbery or any personal belongings, equipment of vehicles of the personnel of the service provider.
22. The college will maintain attendance on biometric machine in respect of the staff deployed by the agency on the basis of which wages /remuneration will be decided in respect of the staff at the approved rates.
23. The successful bidder will enter into an agreement with this college for supply of suitable and qualified manpower as per requirement of this college on these terms and conditions. The contract will be valid initially for a period of one year which may be extended for further period/s as per discretion of Lakshmibai College.
24. The service provider shall not assign, transfer pledge or sub contract the performance of services without the prior written consent of this college.
25. However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the agency from the college shall be forfeited by the college.
26. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same as per rules.
27. The services provider shall provide services with requisite professional efficiency and effectiveness.
28. The services provider shall not allow any unauthorized person without permission of the Principal.
29. Any dispute, difference or disagreement between Lakshmibai College, University of Delhi and the agency to whom this contract has been awarded, concerning the existence, validity, interpretation, performance, termination or breach under this Contract, shall be amicably resolved in good faith. Failing which, the matter shall be referred for settlement by arbitration in accordance with provisions of Indian Arbitration & Conciliation Act, 1996, as amended from time to time. Either Party may refer the dispute to the Sole Arbitrator, to be nominated by the Principal, Lakshmibai College. The language of arbitration proceedings shall be English and the venue and jurisdiction of the arbitration shall be New Delhi. The arbitration award shall be final and binding on both the Parties.
30. In the event, if any dispute arises regarding any the clauses of the agreement, the matter will be referred to the Principal, Lakshmibai college, Ashok Vihar, Delhi - 110052 whose decision shall be binding on both the parties.
31. The Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure of it will attract forfeiture of the performance security.

urity deposit as well as the termination of their contract and getting the work done through some outside agency at their cost and risk, during the remaining period of contract.

32. The bidder must employ adults only as manpower worker. Employment of child labour will lead to the termination of contract. The bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

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 या इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाही 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---