



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4591224

Dated/दिनांक : 12-02-2024

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	04-03-2024 18:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	04-03-2024 18:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	60 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Delhi
<b>Department Name/विभाग का नाम</b>	Training And Technical Education Department Delhi
<b>Organisation Name/संगठन का नाम</b>	N/a
<b>Office Name/कार्यालय का नाम</b>	Delhi Skill And Entrepreneurship University
<b>Item Category/मद केटेगरी</b>	Manpower Outsourcing Services - Fixed Remuneration - Admin; Data Entry Operator; Secondary School , Manpower Outsourcing Services - Fixed Remuneration - Admin; Stenographer; Graduate
<b>Contract Period/अनुबंध अवधि</b>	6 Month(s) 4 Day(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	70 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	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
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	8353204.99
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	250597

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	8

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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।

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

**Beneficiary/लाभार्थी :**

Registrar  
DELHI SKILL AND ENTREPRENEURSHIP UNIVERSITY, Delhi.  
(Registrar)

## Splitting/विभाजन

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

## MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	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" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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 document (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, 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. [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.
6. 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.
7. 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.

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

**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:As per the Bid Document**

**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:As per the Bid Document**

**Geographic Presence: Office registration certificate:As per the Bid Document**

**Scope of work & Job Description:**[1707738561.pdf](#)

**Manpower Outsourcing Services - Fixed Remuneration - Admin; Data Entry Operator; Secondary School ( 45 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Function	Admin
List of Profiles	Data Entry Operator
Educational Qualification	Secondary School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
District	NA
Zipcode	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Surender Kumar Sharma	110077, Delhi Skill and Entrepreneurship University, DSEU Dwarka Campus, Sector-9 Dwarka Delhi-110077	45	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 21215</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) : 75</li> <li>• EPF Admin Charges (INR Monthly) : 75</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• Optional Allowances 1 (INR Monthly) : 0</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 1800</li> <li>• ESI (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 6</li> </ul>

**Manpower Outsourcing Services - Fixed Remuneration - Admin; Stenographer; Graduate ( 4 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Function	Admin
List of Profiles	Stenographer
Educational Qualification	Graduate
Specialization	Any

Specification	Values
Post Graduation	Optional
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
District	NA
Zipcode	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Surender Kumar Sharma	110077,Delhi Skill and Entrepreneurship University, DSEU Dwarka Campus, Sector-9 Dwarka Delhi-110077	4	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 23082</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) : 75</li> <li>• EPF Admin Charges (INR Monthly) : 75</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• Optional Allowances 1 (INR Monthly) : 0</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 1800</li> <li>• ESI (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 6</li> </ul>

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

1. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

#### 2. 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.

#### 3. 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.

#### 4. Payment

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

#### 5. Buyer Added Bid Specific ATC

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

#### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer can increase or decrease the number of Manpower up to 25% during the contract period.

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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



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

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

---Thank You/धन्यवाद---

**DELHI SKILL AND ENTREPRENEURSHIP UNIVERSITY**

**Sector-9, Dwarka, Delhi**

**Notice Inviting Tender (NIT) for Manpower Outsourcing Services (DEO & Stenographer)**

Tenders are invited through GeM Portal under Two-Bid system from reputed agencies having capacity “To provide Manpower services (Data Entry Operators and Stenographers) in Delhi Skill and Entrepreneurship University, Dwarka and its constituent Campuses in Delhi, on contract /outsourcing basis through GeM Portal” for a period of Six months (extendable up to Two years on the basis of Monthly/Quarterly/Six monthly extension).

Registrar

Delhi Skill and Entrepreneurship University,  
Dwarka, Sector-9, Delhi

# **Manpower Outsourcing Services for DSEU**

## **1. Back Ground of the Tender:**

- 1.1.** The present tender is being invited for Manpower Services under which the contractor shall provide the Manpower (Data Entry Operators and Stenographers) in Delhi Skill and Entrepreneurship University (DSEU) and its constituent campuses as specified in the bid document.
- 1.2.** For the purpose of providing Manpower as per this tender, the 'Delhi Skill and Entrepreneurship University' or 'DSEU' or 'University' or 'Buyer' shall mean Delhi Skill and Entrepreneurship University, Dwarka HQ and its constituent campuses in Delhi.
- 1.3.** DSEU operates in a multi-campus mode at various locations in Delhi which can be seen at the website [www.dseu.ac.in](http://www.dseu.ac.in). These campuses constitute the DSEU, and Manpower services covered under this bid are required at these locations. The bidder is required to provide Manpower to its HQ and its constituent campuses in Delhi. The bidder is advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has made a visit to DSEU and is aware of the operational conditions prior to the submission of the bid.

## **2. Mode & Process of Bidding:**

- 2.1.** All bidders who are desirous to apply for this bid/tender shall apply through the GeM Portal in two bid system (Technical Bid and Financial Bid). Bidder must read the bid document carefully and submit all the documents as specified in the Bid document. Any document that is part of the eligibility criteria shall be required to be submitted by the bidder along with technical un-priced bid comprising only Techno-commercial documents. **Non-submission of any such document shall lead to rejection of the bid and disqualification of the bidder from further process.** In case any bidder is seeking exemption from any Criteria, the supporting documents to prove his eligibility for exemption from that Criteria must be uploaded for evaluation by DSEU.

- 2.2. Signing on bidding documents & contract documents:**  
At the time of bidding, only Authorized person(s) with name, designation, address, office telephone numbers as mentioned/undertaken by the bidder in the Annexure-I in this bid document shall sign on the bidding documents on behalf of the firm / agency.  
Then at the time of accepting the contract, the contract awarded agency shall submit an affidavit for Power of Attorney / authorized signatory on non-judicial stamp paper of Rs 100/-. The details of the authorized signatory in the affidavit should be as per the details of person who signed the bid at the time of bidding and as undertaken/ mentioned by the bidder in the Annexure-I.
- 2.3. Earnest Money Deposit (EMD):** Scanned copy of the EMD for an amount as mentioned in the bid, shall be uploaded by the bidder in the online bid on GeM at the time of bidding and hard copy of the same will have to be submitted directly to DSEU within the period as specified in the bid document, failing which the bid may be treated as incomplete & may lead to rejection of the bid by DSEU without making any reference to the bidder. Bidder should submit valid documentary evidence for exemption of EMD.
- 2.4.** Bidder should refer to all General Terms and Conditions (GTC), Additional Terms and conditions (ATC), Special Terms and Conditions (STC), if any, and Service Level Agreement (SLA), Annexures, Appendices specified/mentioned in this GeM/bid document while bidding and executing contract.
- 2.5.** Eventually the relevant statutory / government rules, acts and laws notified and endorsed from time to time shall prevail and shall be applicable.

**2.6. The following Documents are to be uploaded online along with the technical bid at the time of bidding for consideration of Technical qualification.**

**Non-submission of Annexure -I and documents asked in Annexure -II may lead to disqualification of the Technical Bid:**

**Note:** It is advised that Bidders:

**“Do not Upload Multiple copies of same document and irrelevant documents”.**

**2.6.1. Annexure-I (Undertaking) on bidder’s letter head, duly filled and signed in the required format** as specified in the bid document.

**2.6.2. All the Documents as specified in Annexure-II** as specified in the bid document.

**2.6.3.** It is desired that the bidders should also upload the Annexure-II (Check list), duly filled and signed.

**2.7. Special notes regarding certificates & documents:**

**2.7.1.** All the Certificates which are not valid till Bid Offer Validity (60 days From Bid End Date) (as specified in this bid document), shall also be treated as invalid and liable to be rejected.

**2.7.2.** Technical bid containing price bid shall be rejected.

**2.7.3.** If the bidder applies for exempted categories without submitting concerned valid Exemption certificates from concerned government /authority, then the bid shall be liable to be rejected.

**2.7.4.** It is advised that Bidders **“Do not Upload Multiple copies of same document and irrelevant documents”.** The bidders are required to upload / submit specific, precise and accurate documents in order to have efficient bidding and evaluation process.

**3. Terms and Conditions of the Contract:**

**3.1. Affidavit for Power of Attorney / authorized signatory:** At the time of accepting the Contract, the proprietor or directors/partners (In case of partnership/Ltd. Firms, as the

case may be) of the contract awarded agency shall submit an affidavit for Power of Attorney / authorized signatory on non-judicial stamp paper of Rs 100/-. The details of the authorized signatory in the affidavit should be as per the details of person who signed the bid at the time of bidding and as undertaken/ mentioned by the bidder in the Annexure-I.

**3.2. Sign on contract documents:** The authorized signatory as per the affidavit/ Power of Attorney of the contract awarded agency shall sign on the contract on non-judicial stamp paper of Rs 100/-.

*(If the bidder is a partnership firm, the directors/ Partners also should sign on the contract with name, designation, address and office telephone numbers).*

**3.3. The Tender/ Bid document including the below Terms & Conditions, instructions shall form part of the contract document /agreement:**

**3.3.1. Period of Contract:** The tender will be awarded for a period of Six months with extendable provisions for another Two years on the basis of Monthly/ Quarterly/ Six monthly extension, subject to the discretion & approval of DSEU, from the day the selected agency starts providing the Manpower Service in DSEU. However, the University reserves right to cancel/ terminate the contract at any time during the contract with valid reasons. The extension of contract will depend upon agency's performance.

**3.3.2.** Agency shall be required to sign a contract with DSEU on 100 Rs. Stamp Paper (Cost to be borne by agency) for accepting the work order/ scope of work and the terms and conditions (GTC, ATC, STC, SLA etc.) as specified/ mentioned in the Tender/ Bid document.

**3.3.3.** All the Bidding Documents submitted by the bidder at the time of bidding and the Tender/ bid document including all terms and conditions specified therein shall form the part of Contract.

**3.3.4.** The monthly minimum wages shall be in accordance with the norms notified by Labour Deptt. of GNCTD for highly Skilled /semi-skilled/ skilled/unskilled category notified from time to time. The latest applicable wages have been notified vide order F.No.(142)/02/MW/VII/Part File/5206-5224 dated

23/10/2023. Administrative Charges of agency including GST shall be as per as per OM of Min. of Finance dated 23-06-2023. The ESI, EPF, GST and other statutory requirements shall be applicable as per government norms.

**3.3.5. Performance Security Deposit:** Agency shall deposit the Performance Security @5% of the contract amount in the form of Payment online through RTGS / internet banking / e-PBG / FDR / Bank Guarantee.

On-line payment shall be in Beneficiary name:

Registrar, Delhi Skill and Entrepreneurship University

DSEU SD Account

Account No. 62300100007604

IFSC Code BARB0VJRAPH ( 0 = zero)

Bank Name: Bank of Baroda

Branch address: Ramphal Chowk Branch, Sector - 10 Dwarka, New Delhi.

**3.3.6.** Service provider providing the Man power services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as are permitted to be employed in terms of the extant Government rules and regulations in force.

**3.3.7.** The Changes in the personnel deployed will not be allowed without prior approval/permission of DSEU.

**3.3.8.** No revision in the agreed rates will be allowed during the contract period unless there is a statutory/relevant government notification & due endorsement to this effect.

#### **4. Scope of Work under Contract:**

- a) The bidder shall refer all terms & conditions including scope of work as specified in this bid document for providing required manpower. The manpower should be more than 18 years of age.
- b) For compliance with respect to Qualification & Eligibility Criteria of Man Power [Post Name, Educational Qualification, Skill Set, Experience, Job Description and No. of Posts], the bidders should refer only Appendix-A of this bid document.
- c) Prohibition from seeking deposits or security amounts: Seeking any deposits or security amounts from the deployed resource or

any other form of monetary acceptance by the service provider is strictly prohibited. If any such complaint is received, incident will be raised on GeM portal for suitable action as per incident Management Policy of GeM. In addition, University may separately initiate suitable penal action as per their laid down norms.

- d) Availability of Office of Service Provider: An office of the Service Provider must be located in the state of Consignee (Delhi). Valid documentary evidence should be Submitted to this effect.
- e) The Delhi Skill and Entrepreneurship University Delhi may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Government departments/ Institutions/ Universities/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc.
- f) The antecedents of staff deployed shall be got verified by the vendor from local police authority and an undertaking in this regard to be submitted to the university and university shall ensure that the vendor complies with the provisions.
- g) The vendor shall ensure that its personnel shall not at any time, without the consent of the university in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the University and shall not disclose to any information about the affairs of university. This clause does not apply to the information, which becomes public knowledge.
- h) The contractor shall deploy his personnel only after obtaining the University approval duly submitting curriculum vitae (CV), educational and experience testimonials, certificates etc. of these personnel, the University shall be informed in advance and contractor shall be required to obtain the University's approval for all such changes along with their CVs.
- i) In the event of default being made in the payment of any money in respect of wages of any person deployed by the vendor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the university may,



failing payment of the said money by the vendor, make payment of such claim on behalf of the vendor to the said Labour Authorities and any sums so paid shall be recoverable by the University from the contractor.

- j) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour Laws, or Regulations, be directed to be paid by the University, and such money shall be deemed to be payable by the contractor to the University within seven days. The University shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- k) The contractor shall ensure that the personnel deployed by the contractor shall not take part in any staff union and association activities.
- l) The contractor shall disburse the wages to its staff deployed in the University every month through ECS only.
- m) The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labor Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other government Rules, Acts and Laws as applicable from time to time with regard to the personnel engaged by the contractor for the University.
- n) During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the University shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
- o) If the minimum wages are revised by the Government of NCT of Delhi, the enhanced minimum wages, as applicable, shall be paid by the contractor to the personnels engaged by them.

- p) Contractor's employee can be transferred to any of the campuses or Head Quarter of the Delhi Skill and Entrepreneurship University as per requirement.

## **5. Payment:**

### **5.1. Process:**

- 5.1.1.** The billing cycle will be on Calendar month basis. The agency/contractor shall pay the wages to the manpower by 7th of every month and also deposit the ESI and EPF (both deducted from salary as well as employer's contribution) to the concerned statutory authority in time bound manner by its due date.
- 5.1.2.** The payment of the bill will be made preferably within time, subject to submission of bill by the contractor in proper format and with all required documents. In case of non-receipt of required documents, the date of receipt of last document will be considered as the date of receipt of bill.
- 5.1.3.** The personnel shall get wages on or before 7th of every month. This payment of wages is not linked to settlement of the Bill by the DSEU. However, endeavor shall be made by DSEU to make the payment to the agency in time.

### **5.2. Following documents are to be submitted by Contractor /Agency for claiming payment:**

- 5.2.1.** Bill should be submitted for previous month as per attendance & wages paid as applicable (including the Service Charges & statutory taxes quoted by the agency in the financial bid).
- 5.2.2.** Monthly Bills should be attached with following documents:
- (i) List of manpower deployed in the billing month.
  - (ii) Calculation sheet & statement of ESI & EPF in the format for every month.
  - (iii) Electronic Challan Receipt and Proof of payment of ESI, EPF (for employer contribution and employee contribution)/GST and other statutory dues.
  - (iv) Proof of payment of wages in the form of Bank Statement (statement should have names of manpower deployed at DSEU & its campuses only).
  - (v) Biometric/attendance details of the deployed manpower for the billing month in the prescribed formate.

- (vi) Certificate to the effect that payment of wages to the concerned staff is as per rules and laws in force, and no Labour Law or any other Law governing the Manpower(s) deployed has been violated and any dispute or claim arising out of this shall be responsibility of Contractor.

### **5.3. Penalty Clause:**

- 5.3.1.** In the event of breach, violation or contravention of any of the terms and conditions of contract & repetition thereof during the contract period, brought to the notice, DSEU shall take action or impose deductions/penalty against the contractor. The deduction/ penalty shall range from counselling, warning, replacement of manpower, wage deduction, monetary fine per incident, cancellation of the contract with cancellation charges up to @ 10% of the order value to black listing the agency, depending on the gravity of act.

Although the provisions laid down in this GeM bid document at the clause- “Deduction” in SLA (Service Level Agreement) shall act as a guideline, however, the decision by the Competent Authority of DSEU shall be final.

- 5.3.2.** In case of any loss/theft of property, the Competent Authority of DSEU will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the Contractor by the Competent Authority, the Contractor will make good the loss within a specified period or else deduction of the cost will be made from the bill of the following month.

## **6. Dispute Settlement:**

- 6.1.** It is mutually agreed that all difference and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations and if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator to be appointed under the Arbitration and Conciliation Act, 1996 or as amended from time to time, whose decisions shall be final and binding on both the parties. The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time.

- 6.2.** The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, the contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi only.
- 6.3.** The Courts at Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

## Appendix-A

**QUALIFICATION & ELIGIBILITY CRITERIA OF MAN POWER  
[POST NAME, EDUCATIONAL QUALIFICATION, SKILL SET, EXPERIENCE,  
JOB DESCRIPTION AND NO. OF POSTS]:**

1.

<b>Post</b>	<b>Qualification &amp; Eligibility Criteria</b>	<b>No. of posts</b>
<b>Data Entry Operator</b>	<p><u>Qualification:</u> (i) 12<sup>th</sup> Class or equivalent qualification from a recognized Board/ University. (ii) A typing speed of 30 WPM in English or 25 WPM in Hindi on manual typewriter OR A typing speed of 35 WPM in English or 30 WPM in Hindi on Computer (35 WPM and 30 WPM correspond to 10500 KDPH / 9000 KDPH on an average of 5 key depressions for each word. <u>Experience:</u> Minimum 3 Years relevant experience in any commercial or Govt. institutions. <u>Job Description:</u> Data Entry Work and related clerical works.</p>	45

2.

<b>Post</b>	<b>Qualification &amp; Eligibility Criteria</b>	<b>No. of posts</b>
<b>Steno-grapher</b>	<p><u>Qualification:</u> (i) Bachelor's Degree (Min 55 % marks) from a recognized Board/University Or equivalent qualification from a recognized Board/University. (ii) Skill Set Norms: Dictation-10mts @80wpm Transcription- 65 mts (Eng.) 75 mts (Hindi) (on manual typewriter) OR 50 mts (Eng)(65mts Hindi) on Computer <u>Experience:</u> Minimum 3 Years relevant experience in any commercial or Govt. institutions. <u>Job Description:</u> Stenography and related clerical</p>	04

**ANNEXURE-I**

**< On Letter Head of Bidder >**

**(Undertaking)**

(to be submitted by bidder in Technical Bid)

**Date:**

To  
The Registrar,  
Delhi Skill and Entrepreneurship University  
Dwarka, Sector-9, Delhi

Sir,

Name of the firm /Agency and registered address: \_\_\_\_\_

\_\_\_\_\_

Bid/Tender ID: \_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We here by agree to abide by **all the terms and conditions** laid down in the Tender document bearing ID as mentioned above.
2. This is to certify that I/We before signing this bid, have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of all relevant Acts & Statutory provisions with respect to bidding, Contract fulfillment, payment terms and dispute settlements relevant to this Tender.
4. I / We hereby undertake that we do not upload multiple copies of same document for efficient bidding & evaluation process and upload scanned & legible copies of requisite documents.
5. I / We hereby undertake that we shall provide man power as specified in this bid document and as per **Appendix-A** (in respect of Qualification and Eligibility criteria).
6. I/ We hereby do declare that Our Firm is not under liquidation, court receivership or similar proceedings and also not bankrupt at the time of

applying for the above GeM Bid. Also we have never been blacklisted and / or there were no debaring actions against us as on date at the time of bid submission due to any reason what-so-ever, by any Government or Government Agencies

7. In the event of any such information pertaining to the aforesaid matter found at any point of time either during the course of the contract or at the bidding stage, our bid/contract will be liable for truncation / cancellation / termination without any notice at the sole discretion of Delhi Skill and Entrepreneurship University.
8. I/We hereby furnish the required information below and undertake the following:

<b>S.N.</b>	<b>Information required</b>	<b>Reply / Undertaking</b>
1.	Bid/Tender ID	
2.	Due date for tender	
3.	Names, address of firm/Agency and Telephone numbers.	
4.	Registration No. at Delhi of the Firm/Agency.	
5.	Name, Designation, Address and Telephone No. of Authorized person(s) of Firm/Agency to sign the bid / Contract and to deal with.	
6.	Whether Tenderer is sole proprietor/Partnership firm. Name and Address and Telephone No. of Directors/partners.	
7.	No. of years of Experience of running/providing similar manpower services (in years)	

**Date:**

(Signature of the bidder)

Name and Address

(with seal)

**(Check List)**

**Note:**

1. It is advised that Bidders **“Do not Upload Multiple copies of same document and irrelevant documents”**.
2. All the Certificates which are not valid till Bid Offer Validity (as specified in this bid document), shall also be treated as invalid and liable to be rejected.

**The following Documents (Scanned & legible copies) are to be uploaded online by the bidders along with technical bid for consideration of Technical bid qualification:**

<b>S.N</b>	<b>Document type / Information</b>	<b>Details</b>	<b>Mention Reason for not uploaded</b>
1.	<b>Scanned &amp; legible Copy of EMD</b> deposited.		
2.	Valid <b>UDYAM Registration Certificate</b> of Ministry of MSME (online verifiable)		
3.	Valid <b>Start up Certificate</b> or <b>Any other valid Exemption Certificate</b> or Any other valid <b>Exemption criteria</b>		
4.	valid <b>Delhi Office Registration Certificate</b>		
5.	<b>Annexure-I (Undertaking)</b> <i>[duly filled and signed in prescribed format with date]</i>		
6.	Valid <b>PAN Card</b>		
7.	Valid <b>GST Certificate</b>		
8.	Valid <b>EPFO Certificate</b>		
9.	Valid <b>ESIC Certificate</b>		
10.	<b>Turn over certificate</b> for previous three years (FY-2020-21, 2021-22 & 2022-23)		



	by the valid Chartered Accountant / Cost Accountant		
11.	<b>Income Tax Return (ITR)</b> of previous three years (FY-2020-21, 2021-22 & 2022-23		
12.	<b>Past Experience of Similar Services</b> in Central / State Govt Organization / PSU / Public Listed Company: Upload Relevant contracts / orders of similar services successfully executed/completed 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)		
13.	<b>MII Compliance Certificate</b> [ <i>Mention: % of Indegenous</i> ]		
14.	It is desired that the bidders should also upload the <b>Annexure-II (Check list)</b> , duly filled and signed.		

Date:

(Signature of the bidder)

Name and Address

(with seal)