



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6160401 Dated/दिनांक : 22-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-05-2025 11:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-05-2025 11:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications	
Department Name/विभाग का नाम	Department Of Telecommunications (dot)	
Organisation Name/संगठन का नाम	Controller General Of Communication Accounts	
Office Name/कार्यालय का नाम	Controller Of Communication Accounts Odisha	
क्रेता ईमेल/Buyer Email	pk.sarangi2023@gov.in	
ltem Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others	
Contract Period/अनुबंध अवधि	1 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छ्ट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	1787217	
Evaluation Method/मूल्यांकन पद्धति	on Method/मूल्यांकन पद्धति Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	35744

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	15

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Accounts Officer

Controller of Communication Accounts Odisha, Department of Telecommunications (DOT), P&T Administrative Building, Unit-III, Kharvel Nagar, Bhubaneswar - 751 001 (Ao Cash)

MII Compliance/एमआईआई अन्पालन

MII Compliance/एमआईआई अनुपालन	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 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. 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 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
- 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

Geographic Presence: Office registration certificate: The bidder should have an office at Odisha (preferably at Bhubaneswar). Documentary proof is required.

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages $Act: \frac{1745324032.pdf}{1}$

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required: 1745324069.pdf

Scope of work & Job description: 1745324333.pdf

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (6)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Skill Category	Unskilled		
Educational Qualification	Not Required		
Type of Function	Others		
List of Profiles	Sweeper		
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)/एडऑन			

Additional Specification Documents/अतिरिक्त विशिष्टि दस्ता
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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
1	Prasanta Kumar Sarangi	751001,o/o CCA Odisha,P&T Administrative Building,Unit III, Kharavel Nagar,Bhubaneswar	6	 Minimum daily wage (INR) exclusive of GST: 674 Bonus (INR per day): 0 EDLI (INR per day): 3.37 EPF Admin Charge (INR per day): 3.37 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): 21.9 Provident Fund (INR per day): 80.88 Number of working days in a month: 26 Tenure/ Duration of Employment (in months): 12

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. 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.

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

AO (Cash), O/o CCA, Odisha

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

4. Certificates

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

General

1. 1. The purpose of this agreement is to hire outsourced Sweepers (House Keeping Staff) for engage ment in sweeping and cleaning of the office excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry Latrines (Prohibition) Act 1993 for the office of Controlle r of Communication Accounts, Odisha (hereinafter termed as 'Buyer') from an agency supplying manpower (hereinafter termed as 'Service Provider').

2. 3.

4. 2. The outsourced Sweepers are to be hired for **26 days in a month including 4 weekly offs in accordance with DOPT OM No. 49019/1/95-Estt-(C) dated 19.07.2016.** The working hours will be of **8 hours per day**.

5.

6. 3. There will be **05 working days** (Monday to Friday) reckoning gazetted holidays notified by the G overnment of India as per extant rules. However, the hired Sweepers may be **required to attend office on Saturday** or on any other day including the holidays in the interest of service.

7.

8. 4. The Sweepers provided by the Service Provider **shall not be deemed employees** of the Buyer Department. Hence, the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.

9

10. 5. For all intents and purposes, the **Service Provider shall be the "Employer"** within the meanin g of different Rules & Acts in respect of the Sweepers so deployed. The Sweepers deployed by the S ervice Provider shall not have any claim whatsoever like employer and employee relationship again st the Buyer.

11.

12. 6. The Service Provider shall ensure that all the **relevant licenses/ registrations/ permissions** w hich may be required for providing the services under this Agreement are valid during the entire pe riod of the Agreement.

13.

14. 7. The Sweepers as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider.

15.

16. 8. The buyer can increase or decrease the contract quantity or contract duration up to 25 percent. S ervice Provider is bound to accept the revised quantity or duration.

Buyer's obligations

- 1. The Buyer will provide workspace for the manpower hired through Service Provider.
- 2. The Buyer will have option to replace the proposed manpower in case of non-performance, non-del ivery or in any other exceptional case. The manpower replaced will be in same category with same degree of skills and number of years of experience.
- 3. In case of any changes in the minimum wages or any statutory wage component as per the Appli cable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The to tal value of the service charge to be paid by the buyer to service provider shall remain same as per the ori ginal contract value.

Service Provider's obligations

- 1. The Service Provider should have a legal status, whether it will be a registered Proprietorship Fir m/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registr ation for carrying out such activity as well as have registration for income tax.
- 2. An office of Service Provider should be available in Odisha preferably in Bhubaneswar. Documen tary evidence in this regard is to be submitted by the Service Provider.
 - 3. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- 4. The Service Provider shall be required to keep the Buyer updated about the change of address, change of its administration etc. if so happens.
- 5. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be r esponsible for regular interaction with the Buyer Department. He/she should be readily available to attend the office of the Buyer whenever needed.
- 6. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them.
- 7. In an event of deployed manpower availing leave, suitable substitute(s) shall be provided by the Service Provider. The Service Provider shall be responsible for any act of indiscipline on the part of the manpower deployed.
- 8. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disp utes relating to the manpower deployed. The Buyer shall, in no way be responsible for settlement of such i ssues whatsoever.

Financial conditions

- 1. No advance payment shall be made to the Service Provider. Payment shall be made once the ser vices are delivered, and the Service Provider submits the invoice for the same.
- 2. The Service Provider shall ensure regular payment to the deployed manpower and submit the do cumentary proof of the salary paid. Subsequent month's payment will be made only after submission of c ertificate of disbursement of wages of previous month along with documentary proofs for PF/ESI/EDLI etc. p ayments.
- 3. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share) as per extent rules.
- 4. Payment to the manpower resources by the service provider shall be made through bank transfe r only in no circumstance cash payment shall be made.
 - 5. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks a

nd other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Ag reement.

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6. 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.

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. 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 <u>attached categories</u>, 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.

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 <u>General Terms and Conditions/सामान्य नियम और शर्तें</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> 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---