

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-03-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-03-2026 15:30:00
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 School Education And Literacy
संगठन का नाम / Organisation Name	Navodaya Vidyalaya Samiti
कार्यालय का नाम / Office Name	Regional Office Patna
वस्तु श्रेणी / Item Category	Manpower Outsourcing Services - Fixed Remuneration - Non-IT Technical; Civil Engineer; Graduate , Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Graduate; Admin , Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others , Manpower Outsourcing Services - Fixed Remuneration - Admin; Administrative Operator or Office Assistant or Executive Assistant; Graduate
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)	140 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
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

**बिड विवरण/Bid Details**

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड 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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	3534600
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	State Bank of India
ईएमडी राशि/EMD Amount	106000

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटे 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 गए है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevan

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 :**

Assistant Commissioner(Acad)  
Regional Office Patna, Department of School Education and Literacy, Navodaya Vidyalaya Samiti, Ministry of Education (Rajendra Kumar Chaudhary)

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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined 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 18.05.2021](#) 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.

4. 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 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.

5. 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**

**Manpower Outsourcing Services - Fixed Remuneration - Non-IT Technical; Civil Engineer; Graduate ( 3 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Function	Non-IT Technical
List of Profiles	Civil Engineer
Educational Qualification	Graduate
Specialization	Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/ E&E/Prod/Chem./Biotech)
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
District	NA
Zipcode	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Bihar
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Designation	CIVIL ENGINEER
Title for Optional Allowance 1	0
Title for Optional Allowance 2	0
Title for Optional Allowance 3	0

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

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

No

**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
1	Rajendra Kumar Chaudhary	800025,NAVODAYA VIDYALAYA SAMITI REGIONAL OFFICE BLOCK - A&B, 5TH FLOOR, KARPURI THAKUR SADAN KENDRIYA KARYALAYA PARISAR ASHIYANA DIGHA ROAD	3	<ul style="list-style-type: none"><li>• Basic monthly pay (INR) exclusive of GST : 38500</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 Allowance: 1 (INR Monthly) : 0</li><li>• Optional Allowance: 2 (INR Monthly) : 0</li><li>• Optional Allowance: 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) : 12</li></ul>

**Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Graduate; Admin ( 4 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Skill Category	Highly-Skilled
Educational Qualification	Graduate

विवरण/ Specification	मूल्य/ Values
Type of Function	Admin
List of Profiles	Administrative Operator or Office Assistant or Executive Assistant
Specialization	Commerce , Science , Working Knowledge of Computer
Post Graduation	Not Required
Specialization for PG	Science , Commerce , Working Knowledge of Computer
Experience	3 to 7 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	Bihar

**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	Multi Tasking Assistant

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

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requiremen

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
1	Rajendra Kumar Chaudhary	800025,NAVODAYA VIDYALAYA SAMITI REGIONAL OFFICE BLOCK - A&B, 5TH FLOOR, KARPURI THAKUR SADAN KENDRIYA KARYALAYA PARISAR ASHIYANA DIGHA ROAD	4	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 981</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.88</li> <li>• EPF Admin Charge (INR per day) : 2.88</li> <li>• Optional Allowance: 1 (INR per day) : 0</li> <li>• Optional Allowance: 2 (INR per day) : 0</li> <li>• Optional Allowance: 3 (INR per day) : 0</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>• ESI (INR per day) : 0</li> <li>• Provident Fund (INR per day) : 69.24</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Skill Category	Unskilled
Educational Qualification	High School
Type of Function	Non-IT Technical
List of Profiles	Office Peon
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable

विवरण/ Specification	मूल्य/ Values
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	Bihar

**एडऑन /Addons**

**अतिरिक्त विवरण /Additional Details**

Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Multi Tasking Sta

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

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requiremen
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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
1	Rajendra Kumar Chaudhary	800025,NAVODAYA VIDYALAYA SAMITI REGIONAL OFFICE BLOCK - A&B, 5TH FLOOR, KARPURI THAKUR SADAN KENDRIYA KARYALAYA PARISAR ASHIYANA DIGHA ROAD	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 674</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.88</li> <li>• EPF Admin Charge (INR per day) : 2.88</li> <li>• Optional Allowance: 1 (INR per day) : 0</li> <li>• Optional Allowance: 2 (INR per day) : 0</li> <li>• Optional Allowance: 3 (INR per day) : 0</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>• ESI (INR per day) : 21.91</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

**Manpower Outsourcing Services - Fixed Remuneration - Admin; Administrative Operator Or Office Assistant Or Executive Assistant; Graduate ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Function	Admin
List of Profiles	Administrative Operator or Office Assistant or Executive Assistant
Educational Qualification	Graduate
Specialization	Science , Commerce , Working Knowledge of Computer
Post Graduation	Not Required

विवरण/ Specification	मूल्य/ Values
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
District	NA
Zipcode	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Bihar

**एडऑन /Addon(s)**

**अतिरिक्त विवरण /Additional Details**

Title for Optional Allowance 1	0
Title for Optional Allowance 2	0
Title for Optional Allowance 3	0
Designation	Multi Tasking Assistant

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

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requiremen
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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
1	Rajendra Kumar Chaudhary	800025,NAVODAYA VIDYALAYA SAMITI REGIONAL OFFICE BLOCK - A&B, 5TH FLOOR, KARPURI THAKUR SADAN KENDRIYA KARYALAYA PARISAR ASHIYANA DIGHA ROAD	1	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 35000</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) 2.88</li> <li>• EPF Admin Charges (INR Monthly) : 2.88</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 Allowance: 1 (INR Monthly) : 0</li> <li>• Optional Allowance: 2 (INR Monthly) : 0</li> <li>• Optional Allowance: 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) : 12</li> </ul>

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

### 1. Generic

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

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**NAVODAYAVIDYALAYASAMITI, REGIONAL OFFICE, PATNA (BIHAR)**

**TERMS AND CONDITIONS FOR BIDDING OF MANPOWER**

# **[MULTI TASKING ASSISTANT & MULTI TASKING STAFF] THROUGH OUTSOURCING [GeM PORTAL]**

1. The persons deployed by the Contract agency shall be directly under the supervision, control and employment of the Contractor. The NVS shall have no obligation to control or supervise such workers or take any action against them, except as permissible under the law. Such workers shall also not have any claim against NVS for employment or regularization of their services by virtue of being employed by the Contract Agency for any temporary/permanent posts in NVS, RO, ATNA.
2. Service charges of 3.85% (the default service charges on GeM portal) for providing manpower shall only be considered, firms quoting below 3.85 percent will be rejected.
3. The agency/firm should be registered under the 'Contract Labor (Regulation and Abolition Act, 1970) and Central Rules of 1971 made there under and have in their possession the EPF/EDLI and ESI Code Numbers." Scanned copy shall be attached with the technical bid as proof.
4. The agency shall deposit a performance security deposit thereafter referred to as "PSD" @ 3% of the contract value (excluding government taxes), in the form of Bank Guarantee/Demand Draft, drawn in favor of the DEPUTY COMMISSIONER, NVS, RO, PATNA covering the period of contract. The PSD performance security deposit will be returned to the Agency after successful completion of the Term of the agreement. However, in case of material breach or short comings in performance of its obligations [as contemplated in this Agreement] by the Agency, partial or entire amount of the PSD may be forfeited, depending upon the extent of the breach or default in performance of obligations.
5. The required manpower will have to be supplied by the agency within 07 days of award of contract.
6. The penalties for non-deployment/absent/late joining of duties of personnel will be applicable as per GeM Service Level Agreement and Package.
7. The persons supplied by the Outsourcing Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. Copy of Police Verification & Medical fitness of the concerned person may be submitted to the D.C., NVS, RO, PATNA by the Agency.
8. The Outsourcing Agency should submit resumes of each outsourcing person along with photocopies of testimonials and educational qualification's certificates in support of their qualification: age etc. The Agency agrees to forthwith withdraw Personnel who are not found suitable by NVS for any reason, upon receipt of such a request from NVS, RO, PATNA and arrange a suitable replacement for the same immediately.
9. The Agency agrees and undertakes that in selecting the Personnel to be deployed, it shall give preference to the Personnel having experience in NVS system on said work. The Agency shall submit resumes of each outsourcing personnel to NVS. Further the Agency shall give due consideration to the candidate recommended by NVS and the same will be given first preference. The employment/arrangement of the personnel should be in such a manner that there shall be no violations of any leave Rules/terms and conditions agreed to by the parties.
10. The behavior of personnel plays a vital role Personnel engaged should behave properly and maintain high level of character attributes. It shall be the duty of the Agency to ensure that the deployed Personnel shall conduct themselves in the most disciplined manner and in accordance with the Code of Conduct. Agency shall be directly held liable for any and all the acts of indiscipline of the Personnel. In the event, NVS suffers any loss or damage on account of negligence, default willful misconduct or theft on the part of any of the deployed personnel, the Agency shall be

liable to indemnify JNV for the same.

11. The functional control over the deployed Personnel shall at all times during the Term of this Agreement, rest with NVS.
12. The required manpower will have to be supplied by the agency within 07 days of award of contract. In the event of, any of the deployed Personnel becomes unavailable due to resignation, sickness or other factors outside the control of NVS, the Agency shall be responsible for timely provision of adequately qualified replacement within a period of 02 days. Further, the Agency undertakes to provide a substitute well in advance, if there is any probability of any of the deployed personnel leaving the job due to his/her own personal reasons.
13. NVS shall be the final judge of the quality of the work and the satisfaction of the standards in respect to this Agreement. NVS shall have the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion, do not produce work or lead to satisfactory performance by the Personnel.
14. Service provider/ Outsourcing Agency will have to pay full wages to detained personnel every month through bank account only. **Any discrepancies found in payment of wages by the service provider, the agreement will be terminated and agency will be black listed.**
15. **Contract period may be extended as per requirement of NVS, RO, PATNA. In the event of any break or new academic session or completion of the contract period of services, the contract agreement may be renewed for next period with the approval of the competent authority.**
16. Relaxation of age and qualification may be provided in case of personnel who are ex-NVS/ex-JV employees, dependent family members of deceased employees whose request for employment is pending in the Samiti.
17. All existing manpower engaged in NVS, RO, PATNA on daily wages basis, if found suitable may be given preference in engagement.
18. **Number of personnel may be increased or decreased** in any category as per need by the NVS, RO, PATNA.
19. The Outsourcing Agency must give wage slips to the persons engaged by them on 1<sup>st</sup> of every month and EPF slips annually, ESI card should be issued to all the persons, timely. Further, a copy of the deposit slip should be enclosed with subsequent bill for the record of the consignee.
20. The persons deployed by the service provider/ Outsourcing Agency shall not claim any benefit compensation/absorption/regularization of services from NVS under the provisions of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970 & 1971. Undertaking in the enclosed format from the persons to this effect shall be obtained by the service provider/Agency and submitted to the NVS.
21. The service provider's/Agency's deployed personnel shall not divulge or disclose to any person any details of office, operational process, technical know-how, security and administrative/organizational matters as all are of confidential/secret in nature. If any loss is plunged to NVS due to divulging/disclosure of such matters by the deployed personnel, the service provider will bear such loss and responsibility of such omissions on the part of the personnel so deployed to the NVS.
22. That the persons engaged shall not be below the age of 18 years or above the age of 45 years and they shall not interfere with the duties of the employees of the NVS. In case of Ex-NVS employee or compassionate case, NVS may permit personnel aged beyond 45 years.

23. **The service provider/Outsourcing Agency has to provide Photo Identity Cards to the personnel deployed to NVS**, for attending/ carrying out the work.
24. **The wearing of uniforms and name plates by the employees of the contracting agency during duty hours is compulsory.** The uniforms and names plates to be provided by the contract agency at its own cost. Nothing will be borne by NVS, RO, PATNA.
25. The contracting agency shall have a proper system for checking the duty of persons on duty. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. All such records shall be subject to scrutiny by the NVS.
26. The contracting agency would be expected to maintain high standards of Housekeeping services. Any **serious lapse** noticed by the NVS, RO, PATNA would attract minimum penalty of Rs.1,000/- in the first instance. On recurrence of such lapses, the Samiti may impose a penalty of Rs. 2,000/- per instance or as may be decided by the Competent Authority of the NVS, RO, Patna concerned to take appropriate necessary action against the contracting agency, including termination of the contract. Such decision(s) of the NVS, RO, Patna shall be binding on the contracting agency. If any Outsourced personal is absent and the agency fails to substitute the personal and the penalty of double of the Minimum wages for that day will be imposed on each occasion. Statutory liability if any will be extra in each case. This penalty is other than the GeM Service Level Agreement and Package, mentioned at sr.no. 5 above.
27. **LEAVE RESERVE:** - The contracting agency shall deploy his employees in such a way that they get weekly rest and other holidays. For this purpose, LEAVE RESERVE in 1:6 shall be maintained by company. In the event of holidays/off days/leave the service provider will ensure to provide a suitable & qualified substitute/reliever which will be the sole responsibility of the agency and pre information must be given to the consignee/NVS. Agency will ensure that regular duty personnel will leave his duty after handing over the duty to his reliever/substitute. The Agency will have to provide suitable and qualified substitute/reliever in case of weekly off/leave of regular engaged personnel else necessary penalty will be imposed as per GeM Service Level Agreement and Package.
28. Scope of Work is attached in Bid Document.

1. **Academic Qualification and Working Experience (NVS may relax on case to case basis):**

S. No.	Service utilized on outsourcing	Category	Equivalent services in GeM portal	Maximum tenure duration in Months (Subject to Contract Period)	Academic Qualification and Working Experience (JNV may relax on case to case basis)
01	ASO, PERSONAL ASSISTANT, STENOGRAPHER, SSA, JSA, COMPUTER OPERATOR	Highly Skilled	Multi-tasking Assistant	12 months	Graduation recognized University. Knowledge of Computer application, English and Hindi Typing speed (Eng. typing speed 35 wpm and above, Hindi typing 25 wpm and above) Knowledge of Office procedures, Working experience in similar capacity of at least 03 years in big officer setup.

02	AUDIT ASSISTANT	Highly Skilled	Multi-Tasking Assistant	12 months	B. COM from recognized University. Knowledge of Computer application, Knowledge of Office procedures, 03 working experience in Administrative/Financial Matter in central Govt./Autonomous organisation under central govt.
03	Multi Tasking Staff	Unskilled	Multi Tasking Staff	12 Months	Class X passed and working experience in office set up.

**PAYMENT TO THE DEPLOYED PERSONNEL:**

29. That the Outsourcing 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, ESI Act etc. and NVS shall not incur any liability for any expenditure whatsoever on the persons deployed by the agency on account of any such obligations. The agency will be required to provide particulars of remittances/enrollment details of EPF and ESI contribution of its personnel so deployed in NVS. The Agency will comply with all statutory provisions of law, rules and regulations of Acts and keep NVS informed about any amendment in the law from time to time.
30. Payments to the agency would be strictly on certification by the officer with whom outsourced personnel is attached to the effect that his services were satisfactory and attendance as per the bill preferred by the service provider.
31. In the event, the Agency defaults in timely payment/less payment of wages then the prescribed one, to deployed Personnel, NVS shall issue a written notice to Agency informing it about such default and call upon it to cure the same within 10 days from the date of issue of notice, failing which, NVS shall other than exercising its right to terminate the Agreement for legal consequences, at its sole discretion, disburse the payment wages directly to the deployed Personnel and deduct/recover from the payment of agency or through the performance security deposit. NVS reserves the right to terminate the agreement for breach of the terms & conditions of the agreement. Further, appropriate action to black list the agency and further legal action can be initiated against the agency. Cost expenditure incurred therein shall be recovered from the security deposit.
32. That if any amount is reportedly payable by the agency towards, wages allowances and statutory dues in respect of personnel or any loss to NVS property the same shall be adjusted after verification confirmation from the performance guarantee security deposit/EMD future payment with intimation NVS reserves the right to terminate the agreement without notice if the services offered are not as per agreement.
33. Any and all financial responsibility/liability in respect of financial or any injury caused to any of the deployed Personnel and or payment of their wages payment shall at all times be borne by the Agency and NVS shall at no time, be held liable for the same. Further, NVS shall not pay for any transportation, food, medical, accommodation and other personal requirements in respect of any of the deployed personnel.
34. The Agency shall ensure that the deployed Personnel shall at no time claim any benefit compensation/absorption regularization of services from NVS under the provision of **Industrial Relati**

**ns Code 2020 and/or the Occupational safety. Health and working conditions code 20.** The Agency shall ensure the execution of any undertaking to this effect by the deployed Personnel, and shall submit the same to NVS immediately upon deployment of such personnel.

35. The Agency's deployed personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret in nature. If any loss is incurred to NVS due to divulging/disclosure of such matters by the deployed personnel, the service provider will bear such loss and responsibility of such omissions on the part of the personnel so deployed to the NVS.
36. The Consideration payable to the Agency will be released, subject to production of certificate issued by the agency and production of documentary evidence towards EPF, ESI Service tax of the deployed personnel, for the previous month. Income Tax if any shall be deducted at source as per the relevant Act.

#### **CONSIDERATION/TERMS OF PAYMENT**

37. In lieu of the services of manpower outsourcing provided by the Agency, NVS shall pay the amount as per enclosed sheet to Agency, which shall be inclusive of applicable taxes. The daily wages rates will be minimum wages fixed by the Govt. of India or Minimum wages of concerned state whichever is higher of these. Minimum wages for "Industrial workers employed in building operations sector" will be treated at par with the other outsourced personnel engaged for NVS, RO PATNA. Payments to the agency will be released for the outsourced personnel attached @ Wages for 26 days in a month/or for nos. of days worked actually as per rates prescribed by Govt. of the concerned State /Central whichever is higher.
38. NVS shall make payment of the Consideration to the Agency, through electronic transfer i.e. Remittance on a monthly basis, on production of bill [in duplicate] Generated by GeM portal along with proofs of deposit of contribution of workers as regards EPF, ESI & Service tax etc. TDS shall be applicable as per existing rate. **Bills in the prescribed format [as enclosed]** are to be submitted strictly to NVS, RO, PATNA on last working day of month, so as to process the payment to the party in the same month.
39. Payments to the agency would be strictly on certification by the authority of concerned NVS with whom outsourced personnel is attached to the effect that his/her services were satisfactory and attendance as per the bill preferred by the service provider.
40. The contracting agency shall conform to the provisions of various Central/State Act[s] or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deductions of TDS as per IT rules on the total bill as Income Tax as per provision of the Income Tax Act, or as applicable from time to time. Apart from this, the contracting agency shall also pay Service Tax on the gross wage bill, if applicable, at the rates as applicable from time to time. The contracting agency will submit a copy of the receipt in the office of the NVS, RO, PATNA. Service Tax, on the gross wage bill, may also be deducted at source if there are any instructions from the concerned authorities in this regard.
41. Outsourcing agency must be registered with the labour Office (competent authority) of the concerned State in which personnel is to be deployed. In this regard copy of the current labor license (live) must be attached with the bid.

42. Outsourcing agency must have EPF and ESI registration with the appropriate authority of the concerned State in which personnel are to be deployed and copy of the certificate must be attached with the bid.

**43. Following documents/certificates must be appended along with bid:**

- a) GST Registration certificate and GST return copy of last quarter i.e. March 2025.
  - b) Income Tax return for the last three financial years (Example-2022-23, 2023-24, 2024-25).
  - c) Certified copy of Turn over certificate for the last three financial years (Example 2022-23, 2023-24, 2024-25). Total consolidated Turnover for these three financial years should not be less than 02 Crore.
  - d) Net worth Certificate as on March, 2025 (certified by CA with UDIN Number) should not be less than 0 Lakh.
  - e) Audited copy of balance sheet for the financial years for previous three years (Example -2022-23, 2023-24, 2024-25).
  - f) Agency should have Head office/ Branch office in Patna (Bihar) (Document of Shop & Establishment Registration act must be 06 month before the issue of Notice Invitee Tender.
  - g) Valid ISO 9001-2015/ 37500:2014/ OHSAS 18001:2007 appropriate certificates for outsourcing service.
  - h) Affidavit from the Agency that the Agency has never been black listed by any Govt. Department or Public Organisation.
  - i) Labor welfare certificate /latest challan of Bihar state, if possess.
  - j) Certificate of Contract Labour (Regulation and Abolition Act, 1970) and Central Rules of 1971.
  - k) Registered office must be in Patna, Bihar state.
- l) Seal and signed tender document must be attached with technical bid.
- m) Bidder should have to submit an undertaking regarding fulfillment of all compliances according to labour law.
- n) Bank solvency value not less than Rs. 01 crore (from nationalized bank). It should not be older than last 02 month from the date of Notice invitee tender. Bidder should provide bank contact details along with solvency so that tender committee can verify it.
- o) EPF challan of last 6 month for at least 100 manpower.
- p) Should have working experience with at least three Government/Semi- Government/Autonomous organization (Certificate to be attached). Out of which, One work order should not be less than 100 persons or Two work orders should not be less than 100 persons. (Note - One work order must be from School Sector/institutions with at least 75 Persons)
- q) The agency should possess single valid labour license issued by Bihar/Jharkhand/West Bengal state department or Central labour department for outsourcing manpower services of minimum 200-300 labours.

44. Outsourcing agency has to pay the wages to deployed personnel on last working day of the month or at the latest most upto 5<sup>th</sup> day of next month, else penalty may be imposed as per the GeM Service Level Agreement and Package.

45. Outsourcing agency has to submit the GeM generated bill in the prescribed proforma with the proof of payment of wages to deployed personnel for the concerned month along with previous month's EPF and ESI payment receipt and Challan copy in respect of deployed personnel.

46. As MSME purchase preference is not allowed by Competent Authority, it is mandatory to Submit EMD i.e. 1% of the Bid value in the form of Draft/Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee. The bidder/firm will be rejected during Technical evaluation if the EMD is found not deposited in the stipulated time.

period i.e. between the dates of bid start and end date.

47. EPF and ESI contribution shall be paid by the NVS, RO, PATNA as per the govt. norms.
48. Outsourcing agency must have Labor welfare certificate/latest challan of Bihar/ Jharkhand/West Bengal state. If more than one bidder having similar lowest rates then the selection of agency depends on depositing regular contribution in Bihar/ Jharkhand/West Bengal labour welfare board in the determination of the price and the bidder having more seniority will be given preference.
49. The Competent authority/Tender Committee may relax any of technical conditions at any time, if required, no objection will be raised by any Bidder in this regard.
50. In case of same/equal amount of rate in bid, the bid will be awarded as per discretion of the Competent Authority and no arbitration/dispute will be entertained.
51. GST will not be paid as GST for engagement of manpower services in Educational Institutions is exempted by the Government of India. Ministry of Finance (Department of Revenue) Notification no. 12/2017-Central Tax (rates) dated 28.06.2017.

## **NAVODAYAVIDYALAYASAMITI, REGIONAL OFFICE, PATNA (BIHAR)**

### **TERMS AND CONDITIONS FOR BIDDING OF MANPOWER**

#### **[FIXED REMUNERATION: JUNIOR ENGINEER]**

#### **THROUGH OUTSOURCING [GeM PORTAL]**

44. The persons deployed by the Contract agency shall be directly under the supervision, control and employment of the Contractor. The NVS shall have no obligation to control or supervise such workers or take any action against them, except as permissible under the law. Such workers shall also not have any claim against NVS for employment or regularization of their services by virtue of being employed by the Contract Agency for any temporary/permanent posts in NVS, RO, PATNA.
45. Service charges of 3.85% (the default service charges on GeM portal) for providing manpower will only be considered, firms quoting below 3.85 percent will be rejected.
46. The agency/firm should be registered under the 'Contract Labor (Regulation and Abolition Act, 1970) and Central Rules of 1971 made there under and have in their possession the EPF/EDLI and ESI Code Numbers. "Scanned copy shall be attached with the technical bid as proof.
47. The agency shall deposit a performance security deposit thereafter referred to as "PSD" @ 3% of the contract value(excluding government taxes), in the form of Bank Guarantee/Demand draft, drawn in favor of the DEPUTY COMMISSIONER, NVS, RO, PATNA covering the period of contract. The PSD performance security deposit will be returned to the Agency after successful completion of the Term of the agreement. However, in case of material breach or short comings in performance of its obligations [as contemplated in this Agreement] by the Agency, partial or entire amount of the PSD may be forfeited, depending upon the extent of the breach or default in performance of obligations.

48. The required manpower will have to be supplied by the agency within 07 days of award of contract.
49. The penalties for non-deployment/absent/late joining of duties of personnel will be applicable as per C M Service Level Agreement and Package.
50. The persons supplied by the Outsourcing Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. Copy of Police Verification & Medical fitness of the concerned person may be submitted to the D.C., NVS, RO, PATNA by the Agency.
51. The Outsourcing Agency should submit resumes of each outsourcing person along with photocopies of testimonials and educational qualification's certificates in support of their qualifications/age etc. The Agency agrees to forthwith withdraw Personnel who are not found suitable by NVS for any reason, upon receipt of such a request from NVS, RO, PATNA and arrange a suitable replacement for the same immediately.
52. The Agency agrees and undertakes that in selecting the Personnel to be deployed, it shall give preference to the Personnel having experience in NVS system on said work. The Agency shall submit resumes of each outsourcing personnel to NVS. Further the Agency shall give due consideration to the candidate recommended by NVS and the same will be given first preference. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any leave Rules/terms and conditions agreed to by the parties.
53. The behavior of personnel plays a vital role. Personnel engaged should behave properly and maintain high level of character attributes. It shall be the duty of the Agency to ensure that the deployed Personnel shall conduct themselves in the most disciplined manner and in accordance with the Code of Conduct. Agency shall be directly held liable for any and all the acts of indiscipline of the Personnel. In the event, NVS suffers any loss or damage on account of negligence, default willful misconduct or theft on the part of any of the deployed personnel, the Agency shall be liable to indemnify JNV for the same.
54. The functional control over the deployed Personnel shall at all times during the Term of this Agreement rest with NVS.
55. The required manpower will have to be supplied by the agency within 07 days of award of contract. In the event of, any of the deployed Personnel becomes unavailable due to resignation, sickness or other factors outside the control of NVS, the Agency shall be responsible for timely provision of adequately qualified replacement within a period of 02 days. Further, the Agency undertakes to provide a substitute well in advance, if there is any probability of any of the deployed Personnel leaving the job due to his/her own personal reasons.
56. NVS shall be the final judge of the quality of the work and the satisfaction of the standards in respect to this Agreement. NVS shall have the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion, do not produce work or lead to satisfactory performance by the Personnel.
57. Service provider/ Outsourcing Agency will have to pay full wages to detain personnel every month through bank account only. **Any discrepancies found in payment of wages by the service provider, the agreement will be terminated and agency will be black listed.**
58. **Contract period may be extended as per requirement of NVS, RO, PATNA. In the event of any break or new academic session or completion of the contract period of services, the contract agreement may be renewed for next period with the approval of the competent authority.**
59. Relaxation of age and qualification may be provided in case of personnel who are ex-NVS/ex-JNV employees, dependent family members of deceased employees whose request for employment is pending in the Samiti.
60. All existing manpower engaged in NVS, RO, PATNA on daily wages basis, if found suitable, may be given preference in engagement.
61. **Number of personnel may be increased or decreased** in any category as per need by the NVS, RO, PATNA.
62. The Outsourcing Agency must give wage slips to the persons engaged by them on 1<sup>st</sup> of every month and EPF slips annually, ESI card should be issued to all the persons, timely. Further, a copy of the deposit slip should be enclosed with subsequent bill for the record of the consignee.
63. The persons deployed by the service provider/ Outsourcing Agency shall not claim any benefit of compensation/absorption/regularization of services from NVS under the provisions of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970 & 1971. Undertaking in the enclosed format from the persons to this effect shall be obtained by the service provider/Agency and submitted to the NVS.

64. The service provider's/Agency's deployed personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security and administrative/organizational matters as all are of confidential/secret in nature. If any loss is plunged to NVS due to divulging/disclosure of such matters by the deployed personnel, the service provider will bear such loss and responsibility of such omissions on the part of the personnel so deployed to the NVS.
65. That the persons engaged shall not be below the age of 18 years or above the age of 45 years and they shall not interfere with the duties of the employees of the NVS. In case of Ex-NVS employee or compassionate case, NVS may permit personnel aged beyond 45 years.
66. **The service provider/Outsourcing Agency has to provide Photo Identity Cards to the personnel deployed to NVS**, for attending/ carrying out the work.
67. **The wearing of uniforms and name plates by the employees of the contracting agency during duty hours is compulsory.** The uniforms and name plates to be provided by the contracting agency at its own cost. Nothing will be borne by NVS, RO, PATNA.
68. The contracting agency shall have a proper system for checking the duty of persons on duty. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. All such records shall be subject to scrutiny by the NVS.
69. The contracting agency would be expected to maintain high standards of Housekeeping services. Any **serious lapse** noticed by the NVS, RO, PATNA would attract minimum penalty of Rs.1,000/- in the first instance. On recurrence of such lapses, the Samiti may impose a penalty of Rs.2,000/- per instance or it may be decided by the Competent Authority of the NVS, RO, Patna concerned to take appropriate necessary action against the contracting agency, including termination of the contract. Such decision(s) of the NVS, RO, Patna shall be binding on the contracting agency. If any Outsourced personnel is absent and the agency fails to substitute the personnel and the penalty of double of the Minimum wages for that day will be imposed on each occasion. Statutory liability if any will be extra in each case. This penalty is other than the GeM Service Level Agreement and Package, mentioned.
70. **LEAVE RESERVE:** - The contracting agency shall deploy his employees in such a way that they get weekly rest and other holidays. For this purpose, LEAVE RESERVE in 1:6 shall be maintained by company. In the event of holidays/off days/leave the service provider will ensure to provide a suitable & qualified substitute/reliever which will be the sole responsibility of the agency and pre information must be given to the consignee/NVS. Agency will ensure that regular duty personnel will leave his duty after handing over the duty to his reliever/substitute. The Agency will have to provide suitable and qualified substitute/reliever in case of weekly off/leave of regular engaged personnel else necessary penalty will be imposed as per GeM Service Level Agreement and Package.
71. Scope of Work is attached in Bid Document.

2. **Academic Qualification and Working Experience (NVS may relax on case to case basis):**

S. No	Service utilized on outsourcing	Category	Equivalent services in GeM portal	Maximum tenure duration in Months (Subject to Contract Period)	Academic Qualification and Working Experience (JNV may relax on case to case basis).
01	CIVIL ENGINEER	Fixed Remuneration	Engineering (Civil)	12 months	Degree in civil Engineering of three years Diploma in Civil Engineering from recognised university with 03 years' experience Working knowledge of Computer (MS Office)

**PAYMENT TO THE DEPLOYED PERSONNEL:**

72. That the Outsourcing 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, ESI Act etc. and NVS shall not incur any liability for any expenditure whatsoever on the persons deployed by the agency on account of any such obligations. The agency will be required to provide particulars of remittances/return details of EPF and ESI contribution of its personnel so deployed in NVS. The Agency will comply with all statutory provisions of law, rules and regulations of Acts and keep NVS informed about any amendment in the law from time to time.
73. Payments to the agency would be strictly on certification by the officer with whom outsourced personnel is attached to the effect that his services were satisfactory and attendance as per the bill preferred by the service provider.
74. In the event, the Agency defaults in timely payment/less payment of wages then the prescribed one, to deployed Personnel, NVS shall issue a written notice to Agency informing it about such a default and call upon it to cure the same within 10 days from the date of issue of notice, failing which, NVS shall otherwise exercising its right to terminate the Agreement for legal consequences, at its sole discretion, disburse the payment wages directly to the deployed Personnel and deduct/recover from the payment of agency or through the performance security deposit. NVS has the right to terminate the agreement for breach of the terms & conditions of the agreement. Further, appropriate action to black list the agency and further legal action can be initiated against the agency. Cost expenditure incurred therein shall be recovered from the security deposit.
75. That if any amount is reportedly payable by the agency towards, wages allowances and statutory dues in respect of personnel or any loss to NVS property the same shall be adjusted after verification confirmation from the performance guarantee security deposit/EMD future payment with intimation NVS reserves the right to terminate the agreement without notice if the services offered are not as per agreement.
76. Any and all financial responsibility/liability in respect of financial or any injury caused to any of the deployed Personnel and or payment of their wages payment shall at all times be borne by the Agency and NVS shall at no time, be held liable for the same. Further, NVS shall not pay for any transportation, food medical, accommodation and other personal requirements in respect of any of the deployed personnel.
77. The Agency shall ensure that the deployed Personnel shall at no time claim any benefit compensation/absorption regularization of services from NVS under the provision of **Industrial Relations Code 2021 and/or the Occupational safety. Health and working conditions code 2020**. The Agency shall ensure the execution of any undertaking to this effect by the deployed Personnel, and shall submit the same to NVS immediately upon deployment of such personnel.
78. The Agency's deployed personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret in nature. If any loss is plunged to NVS due to divulging/disclosure of such matters by the deployed personnel, the service provider will bear such loss and responsibility of such omissions on the part of the personnel so deployed to the NVS.
79. The Consideration payable to the Agency will be released, subject of production of certificate given by the agency and production of documentary evidence towards EPF, ESI Service tax of the deployed personnel, for the previous month. Income Tax if any shall be deducted at source as per the relevant Act.

#### **CONSIDERATION/TERMS OF PAYMENT**

80. In lieu of the services of manpower outsourcing provided by the Agency, NVS shall pay the amount as per enclosed sheet to Agency, which shall be inclusive of applicable taxes.
81. NVS shall make payment of the Consideration to the Agency, through electronic transfer i.e. PFMS on a monthly basis, on production of bill [in duplicate] Generated by GeM portal along with proofs of deposit of contribution of workers as regards EPF, ESI & Service tax etc. TDS shall be applicable as per existing rate. **Bills in the prescribed format [as enclosed]** are to be submitted strictly to NVS, RO, PATNA on last working day of month, so as to process the payment to the party in the same month.

82. Payments to the agency would be strictly on certification by the authority of concerned NVS with whom outsourced personnel is attached to the effect that his/her services were satisfactory and attendance as per the bill preferred by the service provider.
83. The contracting agency shall conform to the provisions of various Central/State Act[s] or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deductions of TDS as per IT rules on the total bill as Income Tax as per provision of the Income tax Act, or as applicable from time to time. Apart from this, the contracting agency shall also pay Service Tax on the gross wage bill, if applicable, at the rates as applicable from time to time. The contracting agency will submit a copy of the receipt in the office of the NVS, RO, PATNA. Service Tax, on the gross wage bill, may also be deducted at source if there are any instructions from the concerned authorities in this regard.
84. Outsourcing agency must be registered with the labour Office (competent authority) of the concerned State in which personnel is to be deployed. In this regard copy of the current labor license (live) must be attached with the bid.
85. Outsourcing agency must have EPF and ESI registration with the appropriate authority of the concerned State in which personnel are to be deployed and copy of the certificate must be attached with the bid.

**86. Following documents/certificates must be appended along with bid:**

- r) GST Registration certificate and GST return copy of last quarter i.e. March 2025.
- s) Income Tax return for the last three financial years (Example-2022-23, 2023-24, 2024-25).
- t) Certified copy of Turn over certificate for the last three financial years (Example 2022-23, 2023-24, 2024-25). Total consolidated Turnover for these three financial years should not be less than 02 Crore.
- u) Net worth Certificate as on March, 2025 (certified by CA with UDIN Number) should not be less than 01 Crore.
- v) Audited copy of balance sheet for the financial years for previous three years (Example 2022-23, 2023-24, 2024-25).
- w) Agency should have Head office/ Branch office in Patna (Bihar) (Document of Shop & Establishment Registration act must be 06 month before the issue of Notice Invitee Tender.
- x) Valid ISO 9001-2015/ 37500:2014/ OHSAS 18001:2007 appropriate certificates for outsourcing service
- y) Affidavit from the Agency that the Agency has never been black listed by any Govt. Department or Public Organisation
- z) Labor welfare certificate /latest challan of Bihar state, if applicable.
- aa) Certificate of Contract Labour (Regulation and Abolition Act, 1970) and Central Rules of 1971
- bb) Registered office must be in Patna, Bihar.
- cc) Seal and signed tender document must be attached with technical bid.
- dd) Bidder should have to submit an undertaking regarding fulfillment of all compliances according to labour law.
- ee) Bank solvency value not less than Rs. 01 crore (from nationalized bank). It should not be older than last 02 months from the date of Notice invitee tender. Bidder should provide bank contact details along with solvency so that tender committee can verify it.
- ff) EPF challan of last 6 month for at least 100 manpower.
- gg) Should have working experience with at least three Government/Semi- Government/Autonomous organization (Certificate to be attached). Out of which, One work order should not be less than 100 persons or Two work orders should not be less than 100 persons. (Note - One work order must be from School Sector/institutions with at least 50 Persons)

- hh) The agency should possess single valid labour license issued by Bihar state department or Central labour department for outsourcing manpower services of minimum 100-200 labours.
52. Outsourcing agency has to pay the wages to deployed personnel on last working day of the month or at the most upto 5<sup>th</sup> day of next month, else penalty may be imposed as per the GeM Service Level Agreement and Package.
53. Outsourcing agency has to submit the GeM generated bill in the prescribed proforma with the proof of payment of wages to deployed personnel for the concerned month along with previous month's EPF and ESI payment receipt and Challan copy in respect of deployed personnel.
54. As MSME purchase preference is not allowed by Competent Authority, it is mandatory to Submit EMD i.e. 5% of the Bid value in the form of Draft/Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee. The bidder/firm will be rejected during Technical evaluation if the EMD is found not deposited in the stipulated time period i.e. between the dates of bid start and end date.
55. EPF and ESI contribution shall be paid by the NVS, RO, PATNA as per the govt. norms.
56. Outsourcing agency must have Labor welfare certificate/latest challan of Bihar state, if applicable in Bihar state. If more than one bidder having similar lowest rates then the selection of agency depends on depositing regular contribution in Bihar labour welfare board in the determination of the priority and the bidder having more seniority will be given preference.
57. The Competent authority/Tender Committee may relax any of technical conditions at any time, if required. No objection will be raised by any Bidder in this regard.
58. In case of same/equal amount of rate in bid, the bid will be awarded as per discretion of the Competent Authority and no arbitration/dispute will be entertained.
59. GST will not be paid as GST for engagement of manpower services in Educational Institutions is exempted vide Government of India. Ministry of Finance (Department of Revenue) Notification no. 12/2017-Central Tax (rates) dated 28.06.2017.

### 3. **Buyer Added Bid Specific ATC**

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

## अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

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

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

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

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

specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत 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 प्राधिक 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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration 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---