

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	20-12-2022 10:00:00
<b>Bid Opening Date/Time</b>	20-12-2022 10:30:00
<b>Bid Offer Validity (From End Date)</b>	30 (Days)
<b>Ministry/State Name</b>	Ministry Of Education
<b>Department Name</b>	Department Of School Education And Literacy
<b>Organisation Name</b>	Navodaya Vidyalaya Samiti (nvs)
<b>Office Name</b>	Regional Office Patna
<b>Item Category</b>	Manpower Outsourcing Services - Fixed Remuneration - Non-IT Technical; Civil Engineer; Graduate
<b>Contract Period</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	48 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Type of Bid</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	1200000
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Advisory Bank	State Bank of India
EMD Amount	24000

## ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

### **Beneficiary:**

Assistant Commissioner

Regional Office Patna, Department of School Education and Literacy, Navodaya Vidyalaya Samiti (NVS), Ministry of Education

(Ram Singh Meena)

### **Splitting**

Bid splitting not applied.

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 data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. 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.
4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

### **Additional Qualification/Data Required**

**Geographic Presence: Office registration certificate:** Must be present in the state of Bihar.

**Scope of work & Job Description:** [1670409604.pdf](#)

**In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:** [1670409658.pdf](#)

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters**

are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Term and condition for Technical Evaluation	100	50	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score: 50**

**QCBS Weightage(Technical:Financial):10:90**

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

**Technical Specifications**

Specification	Values
<b>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	Optional
Specialization for PG	Engineering (Civil/Mech /Elec./IT/Comp Sc./Electronics/E&E/Prod/Chem./Biotech) , Not Applicable
Experience	3 to 7 Years
State	NA
District	NA
Zipcode	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Title for Optional Allowance 2	0
Designation	Junior Engineers
Title for Optional Allowance 3	0
Title for Optional Allowance 1	0

**Additional Specification Documents**

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**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Ram Singh Meena	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 : 30000</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) : 75</li> <li>• EPF Admin Charges (INR Monthly) : 75</li> <li>• ESI (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 1800</li> <li>• Optional Allowances 1 (INR Monthly) : 0</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

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

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The services for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST : 100%

Notification No.and date : 12/2017 Central Tax( Rates) dated 28/06/2017

### 4. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of

buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 5. **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.

#### 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.

#### 7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 8. **Service & Support**

The Service Provider is required to have at least 30 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

#### 9. **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.

#### 10. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Deputy Commissioner, NVS, RO, Patna payable at PATNA.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 11. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of Deputy Commissioner, NVS, RO, Patna payable at PATNA.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

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

Text Clause(s)

### **NAVODAYA VIDYALAYA SAMITI, PATNA REGION**

### **SCOPE OF WORK FOR SERVICE**

### **Manpower Outsourcing Services for NAVODAYA VIDYALAYA SAMITI, REGIONAL**

**OFFICE, PATNA, BIHAR.**

**CATEGORY: FIXED REMUNERATION**

**DESIGNATION: JUNIOR ENGINEER.**

**WORK DEFINED TO THE HIGHLY SKILLED FIXED REMUNERATION EMPLOYEES:**

- Planning, Execution and Estimation of Building.
- Supervision of Construction Works of building including repair & maintenance work.
- Proper noting & drafting, correspondence with Vidyalaya, other construction agency and NVS, Headquarter.
- User friendly with Microsoft Office, designing of building map etc.
- Presentation of construction works to NVS, Headquarter.

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

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

**14. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**NAVODAYA VIDYALAYA SAMITI, PATNA, REGION**

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

**FIXED REMUNERATION - JUNIOR ENGINEER**

1. Bidder should be either Private Limited Company of Partnership Firm of LLP.
2. Certificate of Manpower Services under Shop & Establishment Act of Bihar, Jharkhand and West Bengal State.
3. The bidder should have ISO 9001:2015 and 45001:2018 certificates.
4. Valid Character Certificate of Bidder from Deputy Commissioner/District Magistrate.
5. Balance Sheet, Profit and Loss Account for FY 2019-20, 2020-21 and 2021-22 need to be submitted with the Technical Bid.
6. Bidder should have more than at least **750** manpower in its payroll in each month in the FY 2021-22 (EPF Challan and Payment Receipt should be submitted as supporting document).

7. Updated GST Return of last 6 months from the date of publishes of tender and the GST Return should match the Turnover of the Company.
8. Experience of similar Field i.e., Providing Technical & Non-Technical Manpower and Security Manpower in Govt./PSU sector in last 5 financial years. (Experience of Private Sector will not be considered).
9. Bidder registered with MSME/UDYAM in state of Bihar, Jharkhand and West Bengal will be given priority as per Procurement Policy of respective state. (Exemption will considered only in case of Tender Fee and EMD)
10. MSME/UDYAM registered bidder having its Head Office/Corporate Office (and not Branch Office) in the state of Bihar will be qualified for next stage.
11. Valid PSARA License of Bihar, which should valid till the date of end of contract.
12. Notary affidavit that the bidder is not debarred/ blacklisted from any Govt. (Central/State), PSU's or any tender inviting authority.
13. The persons deployed by the Contract agency shall be directly under the supervision, control, and employment of the Contractor. Such workers shall also not have any claim against JNV/NVS for employment or regularization of their services by being employed by the Contract Agency for any temporary/permanent posts in NVS.
14. The agency/firm should be registered under the 'Contract Labour (Regulation and Abolition Act, 1970) and Central Rules of 1971 made there under and have the EPF/EDLI and ESI Code Numbers in their possession."
15. The agency shall deposit a performance security deposit thereafter referred to as **"PSD" @ 3% of the contract value, in the form of a DD/Bank Guarantee, drawn in favour of 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 a breach or shortcomings in the 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 the performance of obligations.
16. The required manpower will have to be supplied by the agency within 7 days of the award of the contract.
17. The penalties for non-deployment/absent/late joining of duties of personnel will be applicable as per GeM Service Level Agreement and Package.
18. The persons supplied by the Outsourcing Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate inquiries 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 the record a certificate of their medical fitness. Copy of Police Verification & Medical fitness of the concerned person may be submitted to the JNV/NVS by

the Agency.

19. The Outsourcing Agency should submit resumes of each outsourcing person, i.e. for **Junior Engineer-Fixed Remuneration** and photocopies of testimonials and educational qualification 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, and arrange a suitable replacement for the same immediately.
20. The Agency has to agree and undertake that in selecting the Personnel to be deployed, it shall give preference to the Personnel having experience in a fully residential educational 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 & this will be binding on the bidder. 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.
21. **Relaxation of age and qualification may be provided in the case of personnel who are ex-NVS employees, or dependent family members of deceased employees whose request for employment is pending in the Samiti.**
22. **All existing manpower engaged in NVS on a daily wage basis/ suggested by NVS will be given preference in engagement if or otherwise found suitable. In case of any dispute of opinion between NVS V/s Bidder the decision of NVS will be final & binding.**
23. **Nos. of personnel may be increased or decreased in any category as per the need of the NVS.**
24. **The contract period will be up to 31<sup>st</sup> December-2023.**
25. The behavior of personnel plays a vital role Personnel engaged should behave properly and maintain a 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. The agency shall be directly held liable for any 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 NVS for the same.
26. The functional control over the deployed Personnel shall at all times during the Term of this Agreement, rest with NVS.
27. NVS shall be the final judge of the quality of the work and the satisfaction of the standards concerning this Agreement. NVS shall have the right to prohibit the use of

men/women and any tools, materials, or equipment which in his opinion, do not produce work or lead to a dissatisfactory performance by the Personnel.

28. Service provider/Outsourcing Agency will have to pay the full wages to the deployed personnel every month through a bank account only. Service providers will provide documentary evidence to the NVS about this.
29. **The Outsourcing Agency must give wage slips to the persons engaged by them regularly, ESI card should also be issued to all the persons. The service provider will provide copies of the pay slips and evidence regarding EPF & ESI depositing to NVS also while producing the wages bill.**
30. 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 the Industrial Disputes Act., 1947, or Contract Labour (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.
31. The service provider will ensure that the deployed personnel shall not disclose to any person, any details of the office, operational process, technical know-how, security arrangements, and administrative / organizational matters as all are confidential/secret. 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.
32. **That the persons engaged shall not be below the age of 18 years and above the age of 45 years and they shall not interfere with the duties of the employees of the NVS. In the case of an Ex-JNV/NVS employee or a compassionate ground case, the school may permit personnel aged beyond 45 years.**
33. The service provider/Outsourcing Agency has to provide Photo Identity Cards to the personnel so deployed to NVS, for attending/ carrying out the work.
34. Work Scope of the personnel required is attached in Bid document, service providers are expected to go through the work scope.
35. Academic Qualification and Working Experience (NVS may relax on case-to-case basis).

S.N.	Service utilized on outsource	Category	Equivalent services in the GeM portal	Maximum tenure duration in months (Subject to contract Period)	Academic Qualification and Working Experience (JNV/NVS may relax on case to case basis) and Working Exp.
01	Civil Engineer	Fixed Remuneration	Engineering (Civil)	12 Months	<ul style="list-style-type: none"> <li>· Degree in Civil Engineering or three years Diploma in Civil Engineering from recognized university with three year experience in construction of building.</li> <li>· Working Knowledge of Computer (MS Office)</li> </ul>

36. **That the Outsourcing agency will be wholly and exclusively responsible for payment of wages to the persons deployed by it in compliance with 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 bear any liability for any expenditure whatsoever upon 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.**

37. **Payments to the agency would be strictly on certification by the officer with whom outsourced personnel are attached to the effect that his services were satisfactory and as per actual attendance during a month.**

38. **NVS has the right to terminate the agreement for breach of the terms & conditions of the agreement. In the event, that the Agency defaults in timely payment/less payment of wages to the personnel deployed, NVS shall issue a notice to the Agency informing it about such default and call upon it to rectify the same within 10 days of the date of issue of notice, failing which, NVS shall other than exercising its right to terminate the agreement 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. Further, appropriate action/legal action can be initiated against the agency. Cost expenditure incurred therein on legal expenses shall be recovered from the agency /security deposit. In case of repeated violation of tender terms and conditions NVS may cancel contract as per relevant clauses and carry out work of JNV through any other contractor of manpower agency working in RO and expedite process of retender, if deemed fit.**

**\*\* All disputes are subject to Patna jurisdiction only.**

39. 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 to the agency. NVS reserves the right to terminate the agreement without notice if the services offered are not found satisfactory / as per the agreement.
40. NVS shall bear no liability whatsoever for any injury caused to any person during the performance of his/her duties or for payment towards any payment of wages.
41. All financial responsibility/liability in respect of any injury caused to any of the deployed Personnel and or payment of their wages shall at all times be borne by the Agency. 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.
42. The Consideration payable to the Agency will be released, subject to the production of the certificate given by the agency and the production of documentary evidence towards EPF, ESI Service tax of the deployed personnel, for the previous month. Income Tax etc. if any shall be deducted at source as per the relevant Act.
43. **The daily wage rates will be minimum wages fixed by the Govt. of India or Minimum wages of the concerned state whichever is higher. Minimum wages for Industrial workers will be applicable for outsourced personnel engaged for NVS as per the latest notification of the Central/concerned State Govt. changeable from time to time.**
44. **JNV/NVS shall make payment of the Consideration to the Agency, through electronic transfer i.e. PFMS every month, on the production of the bill [in duplicate] along with proof of deposit of contribution of workers as regards the EPF, and ESI & Service tax, etc. TDS shall be applicable as per the existing rate.**
45. 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 produced by the service provider.

46. Outsourcing agency must be registered with the labour office (competent authority) of the concerned State in which personnel is to be deployed. In this regards copy of the current labor license must be attached to the bid document.
47. Outsourcing agency must have its registered office in the concerned State in which personnel is to be deployed.
48. Outsourcing agency must have EPF and ESI registration with the appropriate authority of the concerned State in which personnel is to be deployed and a copy of the certificate must be attached with the bid.
49. **Outsourcing Agency's Average Turnover of the last three years must be at least 50% amount of the bid value amount.**
50. Outsourcing agency has to submit the GeM generated bill with the proof of payment of wages to deployed personnel for the concerned month along with the previous month's EPF and ESI payment receipt and Challan copy in respect of deployed personnel.
51. Firm will manage reliever personnel on the days of weekly off of personnel.
52. **In case of the same/equal amount of rate in bid, the bid will be awarded as per the discretion of the Competent Authority of NVS and no arbitration/dispute will be entertained and it will be final & binding to all bidders. NVS, RO, Patna reserves the right to select any bidder out of L-1 bidders. The decision of Deputy Commissioner, NVS, RO, Patna will be final & binding.**
53. The General terms and conditions of the contract with the Agency, Code of Conduct for Personnel Engaged, Compliance with labor laws & sample format for a bill raised by the Agency area enclosed for information in the bid document.
54. Following documents/certificates must be appended along with the bid:-
  - a. GST Registration certificate and GST return copy of quarter ending September 2022.
  - b. Income Tax return for the years 2019-20 and 2020-21.
  - c. Turn over the certificate for the last preceding 3 years.
  - d. Audited copy of balance sheet for last preceding 3 years.
  - e. Self-Certification from the Agency to the effect that the Agency has never been blacklisted by any Govt. Department OR Pvt. Organization.
55. During the period of vacation or due to any administrative decision of the department, if any, if manpower is not retained by the NVS or the number of manpower decided to decrease, the wages of such manpower will not be paid. It means wages will be paid only to that manpower whose services will be taken by the NVS.

56. The contract may be extended on the basis of satisfactory performance for a maximum of 12 months as per mutual consent of the buyer & bidder on the same terms & conditions mentioned in the bid document.
57. **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.**
58. The contracting agency would be expected to maintain high standards of Outsourcing services. Any **SERIOUS LAPSES** notices by JNV/Samiti would attract minimum penalty of Rs. 1000/- in the first instance. On recurrence of such lapses, the samiti may impose penalty of Rs. 2000/- per instance of and may be decided by competent Authority of the NVS, RO, Patna 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 Outsourcing personal is absent and the agency fails to substitute the personal and penalty of double of the Minimum wages for the 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.
59. **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 and qualified substitute/reliever which will be the sole responsibility of the agency and pre information must be given to the consignee/RO. 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.
60. **The bidder will provide the details of past experience in similar services & numbers of manpower in the following proforma. Bidders will provide documentary evidence about this and the bidder will be held responsible for providing fake details.**

**1-Experience in Govt. Institutions (Except JNV/NVS/KVS)**

S.N.	Year	Name of Govt. Institutions (Except JNV/NVS/KVS) where services of manpower provided	Type of Manpower (JUNIOR ENGINEER)	No. of manpower provided during the year

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## 2-Experience in JNV/NVS/KVS only

S.N.	Year	Name of Govt. Institutions (Except JNV/NVS/KVS) where services of manpower provided	Type of Manpower (JUNIOR ENGINEER)	No. of manpower provided during the year

- Note: 1. In case 2 or more bidders quotes the same rate, then in that case L1 will be decided:
- MSME/UDYAM registered in the state of Bihar.
  - Highest Average Turnover in last three financial years (FY 2019-20, 2020-21 & 2021-22).
  - Experience of working in each and every district of states of NVS Patna on the basis of satisfactory performance Region.
2. All Labour Laws/ EPF/ ESIC/ Bonus and other Government compliances needs to mandatorily follow by the successful bidder.
3. Minimum Service Charge should be less than 5%. Bidder should also submit a declaration in the Technical Bid regarding the Service Charge.

### 15. Buyer Added Bid Specific ATC

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

### 16. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.
- Execution certificate by client with contract value.
- Any other document in support of contract execution like Third Party Inspection release note, etc.

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.
- Execution certificate by client with contract value.
- Any other document in support of contract execution like Third Party Inspection release note, etc.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand

names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**