

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-03-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-03-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Personnel Public Grievances And Pensions
विभाग का नाम/Department Name	Department Of Personnel And Training
संगठन का नाम/Organisation Name	Lal Bahadur Shastri National Academy Of Administration (lbsnaa)
कार्यालय का नाम/Office Name	Lal Bahdur Shastri National Academy Of Administration
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Skilled; Secondary School; Admin , Manpower Outsourcing Services - Minimum wage - Semi-skilled; High School; Admin , Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Diploma; Others
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)	900 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) *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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
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	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a) 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 :

Director, LBSNAA

Lal Bahdur Shastri National Academy Of Administration, Department of Personnel and Training, Lal Bahadur Shastri National Academy of Administration (LBSNAA), Ministry of Personnel Public Grievances and Pensions (Director)

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 in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. 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

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The bidder should have executed in last 3 FYs atleast:

- 1 project of 80% of the estimated cost value OR
- 2 projects of 50% of the estimated cost value OR
- 3 projects of 40% of the estimated cost value

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The bidder should have cumulatively supplied 500 manpower on its pay roll in the FY 2024-25

Scope of work & Job description:[1771843195.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.:[1771843983.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1771844015.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
05-03-2026 15:00:00	Topic: Admin manpower service tender Time: Mar 5, 2026 03:00 PM India Join Meeting https://zoom.us/j/93099357861?pwd=1YwZuolAZjESvnlebA6VkaPwVzFh3t.1 Meeting ID: 930 9935 7861 Passcode: 195909

Manpower Outsourcing Services - Minimum Wage - Skilled; Secondary School; Admin (3)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Secondary School
Type of Function	Admin
List of Profiles	Establishment Assistant
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years

विवरण/ Specification	मूल्य/ Values
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	Uttarakhand
एडऑन /Addons	
अतिरिक्त विवरण /Additional Details	
Designation	Supervisor - Delhi

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 Requirement

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 Requirement
1	Pramila Bahuguna	248179,Lal Bahadur Shastri National Academy of Administration,Mussoorie,Uttar akhand	3	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 954 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 31 • Provident Fund (INR per day) : 124 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Secondary School; Admin (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Secondary School
Type of Function	Admin

विवरण/ Specification	मूल्य/ Values
List of Profiles	Establishment Assistant
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Uttarakhand
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Designation	Supervisor - Dehradun

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 Requirement

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 Requirement
1	Pramila Bahuguna	248179,Lal Bahadur Shastri National Academy of Administration,Mussoorie,Uttar akhand	1	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 868 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 28 • Provident Fund (INR per day) : 113 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Admin (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	High School
Type of Function	Admin

विवरण/ Specification	मूल्य/ Values
List of Profiles	Multi-tasking Staff
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Uttarakhand
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Designation	MTS - Delhi

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 Requirement

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 Requirement
1	Pramila Bahuguna	248179,Lal Bahadur Shastri National Academy of Administration,Mussoorie,Uttar akhand	2	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 868 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 28 • Provident Fund (INR per day) : 113 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Secondary School; Admin (48)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Secondary School
Type of Function	Admin

विवरण/ Specification	मूल्य/ Values
List of Profiles	Establishment Assistant
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Uttarakhand
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Designation	Clerk/Data Entry Operator/Skilled Worker - Mussoorie

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 Requirement

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 Requirement
1	Pramila Bahuguna	248179,Lal Bahadur Shastri National Academy of Administration,Mussoorie,Uttar akhand	48	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 739 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 24 • Provident Fund (INR per day) : 96 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Admin (103)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	High School
Type of Function	Admin

विवरण/ Specification	मूल्य/ Values
List of Profiles	Multi-tasking Staff
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Uttarakhand
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Designation	MTS - Mussoorie

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 Requirement

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 Requirement
1	Pramila Bahuguna	248179,Lal Bahadur Shastri National Academy of Administration,Mussoorie,Uttar akhand	103	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 614 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 20 • Provident Fund (INR per day) : 80 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Diploma; Others (3)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Highly-Skilled
Educational Qualification	Diploma
Type of Function	Others

विवरण/ Specification	मूल्य/ Values
List of Profiles	Attendant
Specialization	Commerce , Economics , Arts , Science , Social , Nursing , Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/ E&E/Prod/Chem./Biotech)
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Uttarakhand
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Designation	Electrician/Syce/Store Assistant - Mussoorie

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 Requirement

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 Requirement
1	Pramila Bahuguna	248179,Lal Bahadur Shastri National Academy of Administration,Mussoorie,Uttar akhand	3	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 868 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 28 • Provident Fund (INR per day) : 113 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

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. 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.

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

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

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

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

---धन्यवाद/Thank You---

No. A-50/4/2025-ADM
Government of India,
Lal Bahadur Shastri National Academy of Administration, Mussoorie.

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTION:

(i) The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.

(ii) MSE Purchase Preference;

In reference to the Public Procurement Policy for Micro and Small Enterprises (MSEs), as incorporated under Rule 153(ii) of GFR, 2017, it is clarified that:

- As per the policy, MSEs quoting prices within the band of L1 + 15% shall be eligible to participate and supply a portion of the requirement by matching the L1 price, where the L1 bidder is a non-MSE.
- Such eligible MSEs shall be allowed to supply up to 25% (twenty-five percent) of the total tendered quantity/value.
- In cases where more than one MSE qualifies within the said price band, the 25% quantity shall be distributed proportionately among such MSE bidders.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity in the form of a Company registered under the Companies incorporated before 1st April 2022. Bidder in the form of JV/Consortium, Proprietorship, and Partnership is not permitted. Bidder must submit company registration certificate.
- b. **Registration:** The Bidder should submit registration document of Good and Service Tax, Employees Provident Fund Organization, Employees State Insurance Corporation and Pan.
- c. **Turnover:** The average turnover of Rs. 9 Crore should be from business related to provision of outsourced manpower or similar manpower supply related categories. Bidder must submit audited annual financial Statement of FY 2024-25, 2023-24, and 2022-23. Bidder should have positive net worth in all three years FY 2024-25, 2023-24 and 2022-23. Bidder should be a profitable entity in all three years of FY 2024-25, 2023-24 and 2022-23
- d. The bidder should have its registered office or one of the branch office located in Uttarakhand. The Bidder should submit documentary proof for the same.
- e. No of manpower employed: - The bidder shall submit EPFO return statements as proof of having employed at least 500 manpower during the financial year 2024-25.

- f. Service delivery certifications: -The firm should have valid ISO 9001 and ISO 45001 certification.
 - g. Labour License certificate: The firm will have to submit valid Labour License certificate.
 - h. Minimum Working Capital: Bank Utilization Certificate – Fund Based (Not more than 30 days older from the date of submission of Bid) should be a minimum of Rs. 2.00 Crore as per **Annexure-I**.
 - i. Bidder should submit work order as well as the EPFO return of the latest month of ongoing projects or last month of the completed projects in support of their work experience requirement.
 - j. The bidder shall have had a minimum of 500 personnel engaged in Semi-Skilled, Skilled, and Highly Skilled categories of manpower supply on its rolls in the preceding one year.
 - k. All bidders must submit a duly signed Integrity Pact strictly in the format prescribed at **Annexure-II**
 - l. The bidder is required to submit a duly signed Non-Blacklisting Certificate, in the format prescribed at **Annexure-III**, along with the bid.
 - m. Bids must be supported by a bid Securing Declaration in lieu of Earnesh Money Deopost (EMD) as per prescribed format at **Annexure-VIII**
3. **Tie Breaker: - In the event that multiple bidders quote the same lowest price (L) in this single packet bid, the award of contract shall be made through a system-driven random selection mechanism, known as “Run L1”, as facilitated by the GeM portal.**

4. Other Terms and Conditions:

- 4.1 The Bidder shall be required to submit a undertaking on as per **Annexure-IV** to the effect that none of the relatives of the Bidder are employees of LBSNAA and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Bharatiya Nagarik Suraksha Sanhita or any other law for the time being 0in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- 4.2 The outsourced personnel to be hired shall be paid Minimum Wages as per Government rate as conveyed in **Annexure-V** plus obligatory payments towards EPF, ESI, GST, Bonus and other statutory charges as applicable. All statutory payments shall be reimbursed as outlined at clause 4.5. All payments to hired manpower shall have to be made electronically directly to their bank accounts.
- 4.3 While quoting the service charge the tenderer may bear in mind that the contractor shall also provide and bear at its own cost all benefits statutory or otherwise to its employees and the

Client shall not have any liability whatsoever on this account. No extra charges will be paid on any account.

- 4.4 Service Charges (Service charges will be paid on minimum wages only): -The bidder will clearly mention its service charges (in percentage) in its Price bid which shall in no case be less than 3.85% and acceptable upto 2 decimal points. The bidders quoting service charge charges less than 3.85% would stand disqualified and such bidders will not be considered for award of contract. These service charges once fixed will remain fixed for the entire duration of the contract or for period of subsequent extension(s) and will not vary with the wage, minimum or otherwise.
- 4.5 The successful bidder will be paid following charges: -
- (i) Minimum wages as per notified rated by Chief Labour Commissioner for Uttarakhand and Delhi.
 - (ii) Statutory charges such as EPF, ESI, Bonus as per rates.
 - (iii) Bidder's service charge computed over min wages payment.
 - (iv) GST
- 4.6 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

5. RIGHT OF ACCEPTANCE:

- 5.1 The LBSNAA reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the LBSNAA in this regard shall be final and binding.
- 5.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder 's bids liable for rejection.
- 5.3 In case of failure to comply with the provisions of the terms and conditions of the contract by the agency that has been awarded the contract, the competent authority of the LBSNAA reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 5.4 The LBSNAA may terminate the Contract if it is found that the Contractor is black listed/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

6. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE

- 6.1 After determining the successful Lowest Bidder(s), LBSNAA shall issue a Letter of Acceptance (LoA), to the Agency/Firm who will acknowledge the same and will revert with the letter of acceptance of the work order within 7 working days from issued of letter by the authorized signatory.
- 6.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 6.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor for mobilization.

No. A-50/11/2022-ADM
Government of India,
Lal Bahadur Shastri National Academy of Administration,
Mussoorie.

TERMS AND CONDITIONS OF CONTRACT

1. COMMENCEMENT OF CONTRACT

- 1.1 At the same time as the LBSNAA notifies the successful bidder, the LBSNAA will send the successful bidder the work order on the official E-mail Id of the bidder.
- 1.2 The successful bidder shall acknowledge the same and will revert with the letter of acceptance of the work order immediately.
- 1.3 The successful bidder shall arrange the Performance Security in accordance with the Clause 3 of the Terms and Conditions of Contract.
- 1.4 The successful bidder shall prepare a list of the workers to be deployed with their details of Designation, Complete Qualification, total experience, ESI (if applicable), EPF (if applicable), Bank Account number, Aadhar no., Status of Police Verification to be produced at the time of execution of contract.
- 1.5 Subject to fulfillment of condition at Sr. No. 1.2 to 1.4, successful bidder shall execute the contract on non-judicial stamp paper of requisite Denomination within 21 days of issue of work order for commencement of contract. Non fulfillment of the condition of executing a contract by the Contractor would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money.
- 1.6 After execution of contract, the Contractor shall provide bio-data of all the persons engaged by it for working in the LBSNAA premises before commencement of the contract. Antecedents of the manpower to be engaged, such as 3 passport size photographs, details of qualification along with proof, experience certificate, Aadhar Card needs to be submitted before commencement of the contract. The agency shall be fully responsible for ensuring correctness of the documents submitted by the persons for engagement against various posts.
- 1.7 The buyer reserves the right to mandate the retention of manpower employed by the existing/previous outsourced service provider.

2. DURATION AND CESSATION OF CONTRACT

- 2.1 The contract will be for one year from the commencement of the contract subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Institute reserves the right to terminate the contract.
- 2.2 This initial period of one year may be extended for two years on mutual consent with the existing rates and terms and conditions subject to satisfactory performance.

- 2.3 Prices quoted shall be fixed during the period of the contract including any extended period and not subject to variation on any account except in cases of statutory payments (ESI, PF, GST etc.) which will be considered by the competent authority to the extent of actual, on submission of claim with documentary proof accompanied by the relevant Govt. Notification/Orders.
- 2.4 The Amount to be deducted towards the advance income tax shall be at the rate applicable.
- 2.5 The LBSNAA authority in the event of any increase-decrease in the requirement of manpower may direct the contractor accordingly and the contractor is bound to provide manpower as per the changed requirement and he shall be paid proportionately for the changed requirement.
- 2.6 In case of breach of any term and condition of the contract, the LBSNAA reserves the right to forfeit the Performance Security Deposit apart from annulment of the contract, in whole or in part, at any time by giving one-month notice.
- 2.7 The notice of termination shall specify the extent to which performance of the Supplier under the contract is terminated and the date upon which such termination becomes effective.

3. PERFORMANCE SECURITY

- 3.1 The successful bidder shall be required to submit a Performance Security equivalent to 5% (five percent) of the total contract value in the form of a Bank Guarantee issued by any Scheduled Bank, drawn in favour of “AO (Accounts), LBSNAA”, payable at Mussoorie, at the time of execution of the contract.
- 3.2 No interest will be accrued and paid on the security deposits.
- 3.3 This amount will be refunded after satisfactory fulfillment of the contract and all accounts thereafter are settled after six months from the date of last bill raised subject to adjustment of any claim of LBSNAA, arising out of terms & conditions pertaining to the tender.

4. STATUTORY COMPLIANCE

- 4.1 The contractor shall furnish copies of periodical returns as and when they are submitted or due to the various Government Departments.
- 4.2 The contractor shall be responsible for the registration under the contract labour (Regulation and Abolition) Act, 1970 in respect of employees/ workers engaged by them.
- 4.3 Contractor shall make compliance to the provisions of all Labour Laws applicable. The Contractor at all times must indemnify LBSNAA against all claims, damages or compensation under all statutory laws and rules prevailing time to time which, inter-alia, include the provisions of Contract labor (Regulation and Abolition) Act, 1970 Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Employees' State Insurance Act, 1948; Employees Provident Fund and Miscellaneous Provisions Act. 1952; or any other law relating thereto and rules made hereunder from time to time. LBSNAA will not own any responsibility in this regard.

5. RESTRICTIONS REGARDING PERSONNEL DEPLOYED:

5.1 The man power deployed would be engaged at LBSNAA, Mussoorie, Dehradun and at Delhi as per **Annexure-V**

SI No.	Category	Rate per day	No. of days	No. of employee per month
[1]	[2]	[3]	[4]	[7]
1	Skilled (Delhi)	954	26	3
2	Skilled (Dehradun)	868	26	1
3	Semi Skilled (Delhi)	868	26	2
4	Skilled (Mussoorie)	739	26	48
5	Semi Skilled (Mussoorie)	614	26	103
6	Highly Skilled (Mussoorie)	868	26	3
Total		4911	156	160

Note: The above Value Chart of the Rate Contract for Outsourced Manpower (w.e.f. 25.09.2024) has been prepared based on the rates of wages as per Order No. 1/27(1)/2024-LS-II. Wages shall be paid as per the revisions notified by the Labour Department, Government of India, from time to time.

- 5.2 The manpower should endeavor to deploy suitable and eligible candidates by following a transparent procedure such as online method, proper publicity/through agency's website/newspaper etc. without mentioning the name of LBSNAA or any official/officer of LBSNAA. Such undertaking that he/she has not secured the employment through corrupt practices should be obtained from all the outsourced staff.
- 5.3 The service provider shall ensure Police verification for all the manpower deployed by them and the contractor should also ensure that the manpower deputed should bear good moral character. The Contractor shall engage only such worker whose antecedents have been thoroughly verified, including character and police verification and other formalities.
- 5.4 The contractor shall provide man power strictly as per the eligibility criteria and guidelines of LBSNAA.
- 5.5 Outsourced employees shall be registered under Face recognition installed by the LBSNAA. Employees shall be paid the wages strictly as per Face recognition attendance marked by them.
- 5.6 This organization is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.00 AM to 5.30 PM with a lunch break of ½ hour from 1.00 PM to 1.30 PM. Besides, the organization also observes the Gazetted holidays notified by the Government of India from time to time. The manpower, however, may be required to attend the office on Saturdays/Sundays/Gazetted holidays or attend office before/after office working hours also in the exigencies of work as per direction of competent authority of the LBSNAA.

5.7 The agency shall depute one full time supervisors at LBSNAA Campus (with no additional cost) for monitoring outsourced staff provided by agency round the clock to ensure correct performance of the service in accordance with the prevailing .

The contractor shall provide the ID Cards/ identification documents of all its employee who will be instructed by the contractor to display the name all time in campus.

5.8 All the grievances and payment related issues of the outsourced staff shall be addressed by the agency through its supervisor only. No grievance shall be addressed to any of the Officer of the LBSNAA. If the grievance of outsourced staff needs intervention of the LBSNAA's authority, it shall not be entertained except forwarded by the Agency with its comment.

5.9 There shall be a **contract for service instead of contract of service** for all practical purposes. The contractor shall make clear to staff to be deployed and get an undertaking on prescribed Performa that he/she shall not have any claim for permanent service in the LBSNAA as a consequence of his engagement as outsourced Staff as a stopgap temporary arrangement and no representation on this behalf shall be entertained by the LBSNAA's Authority in any case.

5.10 The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the organization. The Contractor shall be fully responsible for the conduct of his staff. Such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to LBSNAA.

5.11 The persons deployed by the Contractor should be properly trained, have requisite experience and skills for carrying out the work assigned to him/her. The institute shall have the right to ask for the removal/replacement of any manpower of the agency, so deployed, who is not considered to be orderly in discharge of his/her duties.

5.12 To meet the office decorum the personnel engaged by the Contractor shall be dressed in neat and clean with their identity properly displayed. Identity Card will be provided by LBSNAA.

5.13 Any personnel engaged by the agency, if found indulging in illegal activities, is liable to be handed over to the police and/or any punitive action deemed fit will be taken against the agency.

5.14 The contractor/agency will not allow or permit his/their employees to participate in any trade union activities or agitation in the premises of the LBSNAA. In case of any legal implications arising due to contract, Agency will be solely responsible and shall bear all the expenses to settle up the dispute.

5.15 The Contractor will be responsible for such conduct of the persons engaged, which will be conducive for maintaining the harmonious atmosphere and will be responsible for any undesired acts and omissions of such persons. If any person is found to be undisciplined or not performing duties properly in the opinion of authority, he/she is liable to be removed and replaced by a suitable person immediately.

6. WORKMEN SAFETY:

- 6.1 The service provider shall deploy only such adult workers who are physically and mentally fit and a general medical certificate to that effect should be enclosed with the bio-data of the workers at the time of commencement of contract and deployment of the persons.
- 6.2 The service provider shall ensure the Health and Safety measures of the employees and it shall alone be fully responsible for well-being, safety, security and insurance of their personnel.
- 6.3 The LBSNAA shall not be liable for any damage and/or compensation payable to any worker of contractor or to contractor in case of any fatal injury/ death caused to or by any man power while performing/discharging their duties or otherwise. The contractor shall indemnify LBSNAA for all such damages, compensation and expenses whatsoever in respect thereof or in relation thereto.

7. PAYMENT PROCEDURE:

- 7.1 Based on the attendance fetched from Face Recognition System installed by the LBSNAA and verified by the authorized officers/ officials of the LBSNAA, Agency shall disburse the monthly salary directly into bank account of its employees by 7th of next month and this payment should not be linked to the payment of the bills by LBSNAA.
- 7.2 Upon payment of the salary/wages, the Agency will have to submit the bill in duplicate complete in all respects. LBSNAA shall endeavor to make the payment to the agency within fifteen days from the date of submission of the bill completed in all aspect.
- 7.3 While submitting the bill for the month, the service provider must enclose the following documents:-
 - a) Details of payment of wages credited to their Bank Account of workers along with details of deduction and payment in respect of ESI /EPF along with attendance verified by authorized person of the LBSNAA.
 - b) Proof of payment of ESIC contribution employee wise along with challan.
 - c) Proof of payment of EPF contribution employee wise along with challan.
 - d) Details of GST payments of the last month/cycle along with Challan.
 - e) A certificate that he is complying with all the applicable Statutory Labour Laws.
 - f) Computerized printout of Attendance Sheet duly verified by authorized person of LBSNAA in respect of the persons deployed for the billing month, along with salary sheet for the billing month.
- 7.4 The Agency is also required to issue pay slips to all employees every month.
- 7.5 All the payment to the workers to be made by the agency through bank transactions only Cash payment shall be treated at par with non-payment of wages.
- 7.6 The contractor shall maintain such other records as per scope of work or prescribed by LBSNAA from time to time.
- 7.7 The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Contractor by this Academy.

- 7.8 LBSNAA shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. LBSNAA shall provide a certificate certifying the deduction so made.
- 7.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 7.10 LBSNAA shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESIC etc. towards its employees.
- 7.11 All statutory Taxes/Duties/Cess not mentioned in the bid and contract document shall be borne by the contractor.

8. LIQUIDATED DAMAGES OR PENALTY FOR LACK OF PERFORMANCE

- 8.1 Intentional and consistent delay in payment of salary/wages shall not be tolerated by LBSNAA and a penalty of Rs. 5000/- may be levied per day for delay in payment of salary wages to engaged employees at the discretion of the competent authority. Said penalty, if imposed, shall be deducted from the total bill.
- 8.2 The contractor shall ensure the payment of Wages as per the LBSNAA's instructions. If it is established that contractor is exploiting its employees by disbursing the wages less than the prescribed, the contract shall be terminated apart from legal action as deemed fit.
- 8.3 If it is found that in spite of imposition of penalty, agency is continuing the contravention of Payment of Wages Act, 1936 and Contract Labour (Regulation and Prohibition) Act, 1971 deliberately, Contract shall be terminated.
- 8.4 If any outsourced Staff is found absent from the place of duty, a penalty of Rs. 500/- per instance may be deducted from contractor's bill apart from termination of staff'.
- 8.5 If the behavior of any outsourced Staff is found harsh/rude and non-cooperative towards staff a penalty of Rs. 300/- per instance shall be deducted from contractor's bill.
- 8.6 If any outsourced Staff is found performing the duty by concealing any fact a penalty of Rs. 500/- per instance shall be deducted from contractor's bill apart of removal of staff and legal action deemed fit against the contractor and its employee.
- 8.7 Employment of child labour will lead to the termination of the contract.
- 8.8 If agency fails to make payment to its workers through Bank, contract is liable to be terminated.
- 8.9 The competent authority may decrease, waive off or enhance the penalty prescribed in this Clause depending on the past performance of the contractor and the decision of competent authority shall be final with regard to imposition of penalty.

9. DISPUTE SETTLEMENT

- 9.1 In case of any dispute and differences of opinion arising out of this contract, both parties shall try to resolve the same amicably by mutual consultation duly recorded.
- 9.2 All the disputes will be subject to the jurisdiction of Court situated at Dehradun only.

10. RISK CLAUSE

- 10.1 Contractor and its staff shall take proper and reasonable precautions to prevent from loss, destructions, waste or misuse the areas of responsibility given to them by the LBSNAA and shall not knowingly lend to any person or company any of the effects or assets of the LBSNAA under its control.
- 10.2 In the event of loss/damage at the premises of the LBSNAA due to negligence/ carelessness of Contractor staff, the Contractor shall compensate the loss to LBSNAA apart from removal of the responsible person.
- 10.3 The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the LBSNAA's premises and shall indemnify LBSNAA for any loss or damage caused by any act of the Contractor or its employees of staff etc.
- 10.4 The agency shall not sublet or subcontract this service/work to any other party in any circumstances, before or after the execution of contract. In such case, the contract will be terminated and Performance Bank Guarantee will be forfeited.

11 CONFIDENTIALITY OF DATA AND DOCUMENTS

- 11.1 The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the office shall remain with this office. No one shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the office, without the express written consent of the office. The manpower deployed shall be bound to hand over the entire set of records of assignment to the office before the expiry of the contract, and before the final payment is released by the office.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 12.1. "Force Majeure" shall mean any event beyond the control of LBSNAA or of the Contractor, the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
 - i. War, hostilities, invasion, act of foreign enemy and civil war;
 - ii. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
 - iii. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
 - iv. Earthquake, fire, flood or cyclone, or other natural disaster. As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:
- 12.2 The date of commencement of the event of Force Majeure;
- 12.3 The nature and extent of the event of Force Majeure;
- 12.4 The estimated Force Majeure Period,

- 12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 12.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13. CURRENCIES OF BID AND PAYMENTS

- 13.1. The bidder shall submit his price bid in Indian Rupees and payment under this contract will be made in Indian Rupees. "Force Majeure" shall mean any event beyond the control of LBSNAA or of the Contractor, the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care

14. OFFICIAL RECORDS

- 14.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.
- 14.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 14.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.
- 14.4 Each monthly bill must accompany the:
 - a. List of employees with their date of engagement
 - b. The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ etc.)
 - c. Copies of authenticated documents of payments of such contributions to EPFO/ESIC
 - d. Declaration of the Contractor regarding compliance of Amount of EPF / ESIC
- 14.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

Annexure-I

PROFORMA FOR MINIMUM WORKING CAPITAL AVAILABILITY

(The following Bank Utilization Certificate must be submitted by all the bidders on the letter head of the Bank.)

TO WHOMSOEVER IT MAY CONCERN

At the request of M/s. _____ (Account No. _____), we are pleased to confirm the details below.

We certify that M/s _____, address _____ is maintaining a saving bank account/current/fixed deposit account with this bank since __/__/____ and an amount not less than Rs. _____ (Rupees _____) has been available to the credit in their account no. _____ for the last six months.

Sanctioned Cash Credit/OD Limit	Utilization as on date __/__/____	Balance as on date __/__/____

The above certificate is issued at the specific request of M/s. _____ without any risk or liability on the part of the bank.

SIGNATURE OF AUTHORITY ISSUING CERTIFICATE

NAME IN FULL

BRANCH ADDRESS

OFFICE SEAL

DATE

Note:

1. To be issued by a scheduled bank.
2. Working capital certificate should be in the letter head of the bank with the seal and signature of the Branch Head.

Annexure-II

Date: //____

INTEGRITY PACT

1. This Integrity Pact is made between **Lal Bahadur Shastri National Academy of Administration (LBSNAA)** and [_____] for providing of manpower services.
2. LBSNAA commits to ensuring transparency and fairness in the procurement process. The Bidder hereby undertakes to:
3. Avoid Corrupt Practices
4. Refrain from offering, giving, receiving, or soliciting any item of value to influence the actions of public officials during the bidding process or contract execution.
5. Prohibit Collusion
6. Abstain from colluding with other bidders, including engaging in price fixing, bid rigging, or market allocation, to maintain the integrity and competitiveness of the bidding process.
7. Avoid Intermediaries and Undisclosed Payments
8. Participate directly in the bidding process without involving intermediaries such as agents or brokers. Any legitimate business arrangements or partnerships relevant to the supply of track suits shall be transparently disclosed in the bid documents.
9. Maintain Confidentiality
10. Protect and maintain the confidentiality of all tender-related information. The Bidder shall not disclose any bid details or LBSNAA's confidential information for any purpose other than preparing and submitting the bid.
11. Accept Consequences for Violations
12. Acknowledge that any breach of this pact may lead to disqualification from the tender process, termination of the contract if awarded, and imposition of penalties as deemed appropriate by LBSNAA.
13. A committee constituted by LBSNAA will oversee compliance with this Integrity Pact, if required.
14. This Pact shall remain valid from the date of signing **until twelve (12) months** after the final payment under the awarded contract.

Signed by Bidder/Contractor
(Name, Designation, and Signature with Official Stamp)

Note: This Annexure must be printed on the official letterhead of the firm/bidder.

Declaration

Declaration of Non-Blacklisting

(To be submitted on the company's letterhead)

Date: _____

To
The Director,
Lal Bahadur Shastri National Academy of Administration,
Mussoorie, District: Dehradun,
Uttarakhand – 248179

Subject: Declaration of Non-Blacklisting

Tender Reference No.: _____

Name of Work/Tender: _____

Dear Sir,

We hereby declare that our firm/company is not blacklisted as on date of bidding by any Central Government, State Government, Public Sector Undertaking (PSU), or any regulatory authority in India or abroad for any fraudulent activities.

We further affirm that if at any point this declaration is found to be false or misleading, appropriate action as deemed fit by the Lal Bahadur Shastri National Academy of Administration may be initiated against our firm/company.

Yours faithfully,

(Signature of the Authorized Signatory with Official Seal)

Tender for providing Manpower on Outsourcing basis - Bid No. A-50/04/2025-ADM & GEM Bid ID

Name: _____

Designation: _____

Contact Details: _____

Annexure-IV

Undertaking

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the bid document is/are employed in LBSNAA's Office as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, LBSNAA's Office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place:

Date:

Dated Signature of Bidder along with office seal.....

Name of the authorized Bidder.....

Annexure-V**Scope of work**

Upon award of the contract the successful bidder, referred below as outsourcing service provider, shall provide the following services in LBSNAA and deploy resources with essential qualification and experience as under. The details of the jobs that need to be performed by manpower to be deployed and the minimum qualification for each of these jobs is given below:

Sl No	Category of Manpower required	Requirement	Assigned Duties
1.	Security Guard (without Arm)	Educational/Technical requirement	He/ She should be at least 10th standard pass
		Duties of the category	Watch & ward duties.
		Tentative requirement (In Number)	27
		Category	Semi-Skilled
2.	Syce (Riding Assistant)	Educational/Technical requirement	He should be at least 10 th standard pass & must be conversant with the duties of Riding Assistant
		Duties of the category	<ul style="list-style-type: none"> • Responsible to look after the horses, General cleanliness & upkeep of the stables and riding, etc. • Any other work assigned by the superior authority
		Tentative requirement (In Number)	Total:18 10-Semi-Skilled 07 in Skilled Category 01 in Highly skilled category
		Category	Semi-skilled + Skilled+ Highly Skilled
3.	Attendant (Classroom)	Educational/Technical requirement	He/ She should be at least 10th standard pass, operating various types of classroom equipment and other electrical appliances, and preferable.
		Duties of the category	Classroom related duties
		Tentative requirement (In Number)	12
		Category	Semi-Skilled

4.	Multi-Tasking Staff / Peon	Educational/Technical requirement	He/ She should be at least 10th standard pass
		Duties of the category	Physical Maintenance of records of the Section. General cleanliness & upkeep of the Section/ Unit. Carrying of files, & other papers within the building, Furniture shifting. Photocopying, sending of FAX etc. Other non-clerical work in the Section/Unit. Assisting in routine office work like diary, dispatch etc. Any other work assigned by the superior authority.
		Tentative requirement (In Number)	38 for Mussoorie Location and 02 New Delhi location in LBSNAA Guest House
		Category	Semi-Skilled
5.	Assistant Cook/ Canteen Attendant	Educational/Technical requirement	He/ She should be at least 10 th standard pass A certificate/ diploma in catering or one year experience as Assistant Cook
		Duties of the category	To act-up in the absence of the cook. To assist the cook in the preparation and cooking of meals. To assist the cook in maintaining high standards of food hygiene and cleanliness in the kitchen in accordance with health and safety domestic and catering standards.
		Tentative requirement (In Number)	09
		Category	Semi-Skilled
6.	Store Supervisor in Departmental Canteen	Educational/Technical requirement	He should be graduate in any steam from recognized university
		Duties of the category	To maintain store of the Departmental Canteen and to supervised function of the canteen in absence of regular canteen manager.
		Tentative requirement (In Number)	01
		Category	Highly-Skilled

7.	Drivers	Educational/Technical requirement	Must have passed 12th Standard. Must have a valid driving license for both light and heavy vehicles. Must have knowledge of motor mechanism (the candidate should be able to repair minor defects in vehicles) Must have experience of driving light and heavy vehicles at least for 3 years.
		Duties of the category	Drive vehicles to designated destinations. Maintain the vehicle clean and safe. Maintain driving log, prepare vehicle performance forms and complete daily paperwork.
		Tentative requirement (In Number)	16
		Category	Skilled
8.	Head Electrician / Telephone/ Cable maintenance	Educational/Technical requirement	He/She should be at least 12th standard pass; electrical workman's permit; workman's competency certificate or electrical workman licence (Certificate of competency class II) and one year experience in the line.
		Duties of the category	Repair and maintenance of electrical equipment and facilities used in the office and residences.
		Tentative requirement (In Number)	02- Skilled 01-Highly-skilled
		Category	Skilled and Highly Skilled
9.	Caretaker (Guest Houses, New Delhi and Dehradun)	Educational/Technical requirement	He/She should be at least 12th standard pass. Good communication (written & oral) skill in English and Hindi.
		Duties of the category	1. Maintain a record for allotment of the Guest rooms, collection of the rent and maintenance of the records, and timely deposit of the amount thus collected. 2. To check periodically the requirements for repairs and maintenance. 3. Responsible for good housekeeping, cooking and serving, cleanliness and security in respect of Guest House. 4. Any other work assigned by the Section from time to time.
		Tentative requirement (In Number)	03
		Category	Skilled
10.	Data Entry Operator/	Educational/ Technical requirement	He/She should be at least 12th Standard pass & proficient in Hindi and English Language

	Clerk (clerical services)		He/She should be conversant with the working of computers and knowledge of MS word, MS excel and MS Power Point packages as well as stenography and typing is preferable. Good communication (written & oral) skill in English and Hindi.
		Duties of the category	Typing, Diary, Dispatch of Letters, Movement of Files and Data entry from various proposals and report received in the Section. Any other work assigned by the Section from time to time
		Tentative requirement (In Number)	17
		Category	Skilled
11	Class Room Technician	Educational/Technical requirement	He/She should be at least 12th standard pass; Diploma/ITI/Certificate in Computer application; and one year experience in the line of Class Room Technician
		Duties of the category	Handling and operating various types of Audio & video equipment in lecture halls of the Academy
		Tentative requirement (In Number)	09
		Category	Skilled
12	Photographer	Educational/Technical requirement	He/she should be at least 12th standard pass and one year experience in the line
		Duties of the category	Handling and operating of Photo and Videography equipment.
		Tentative requirement (In Number)	04
		Category	Skilled
13	Gym attendant	Educational/Technical requirement	He/she should be at least 12th standard pass and one year experience in the line
		Duties of the category	Handling and operating various types of Gym equipment
		Tentative requirement (In Number)	01-
		Category	Skilled

Note:- Qualifications are relaxable at the discretion of the competent authority in case of candidates otherwise having experience in office of reputed organization.

1. This Organisation is a Central Government office and follows a five-day working week (Monday to Friday), with working hours of 8½ (eight and a half) hours per day, inclusive of a ½ (half) hour lunch break. On rest days/weekly off days, the contractor shall deploy suitable substitutes without any additional financial implication to the Academy. In cases of exigencies, where outsourced personnel are required to work beyond the prescribed working hours or on rest days, payment may be made on a pro-rata basis, subject to a maximum ceiling equivalent to overtime payable for one-third (1/3rd) of the monthly working hours. Payment of overtime, if any, shall be made only with the prior approval of the Competent Authority of the Academy.
2. Actual payments to the successful bidder will depend on the actual manpower deployed and service charge applicable (quoted by him).
3. The successful bidder will be paid following charges as per notified rates by the Chief Labour Commissioner for Uttarakhand and Delhi as applicable.
 - i. All the payments to the manpower hired will have to be done through their bank accounts.
 - ii. In addition to wages, the following charges will be paid.
 - a) The statutory charges like EPF, ESI and bonus will be payable as per rules.
 - b) Service charge on wages as per contract.
 - c) GST as applicable to payment period
 - iii. **While quoting the service charge, the tenderer must bear in mind that the quoted amount should adequately cover all associated costs, including training, uniforms, gratuity, bonus and other admissible expenses.**
 - iv. Wearing of Uniform by deployed manpower will be compulsory. Color of Dress will be decided by the LBSNAA. The Contractor will have to provide uniform to the personnel deployed so that the latter are always in clean uniforms with proper identification badges. Two sets per year of Summer uniform and two set per year of Winter Uniform

For Male	For Female
SUMMER UNIFORM <ul style="list-style-type: none"> • Full Sleeves shirt, • Trouser, • Black Leather Shoes, • Black Leather Belt 	SUMMER UNIFORM <ul style="list-style-type: none"> • Suit with Chunni or Saree with Same colour Blouse, • Black Leather Sandal
WINTER UNIFORM <ul style="list-style-type: none"> • Windcheater jacket with Agency short Name made of Polyester Parachute • Sweater, • Full Sleeves Shirt, • Trouser, • Black Leather Shoes, • Black Leather Belt 	WINTER UNIFORM <ul style="list-style-type: none"> • Windcheater jacket with Agency short Name, • Sweater; • Suit or Saree with Same colour Blouse Black Leather Sandal

- v. No house/quarter will be provided by the LBSNAA to the manpower deployed.
- vi. The Outsourcing Service Provider has to ensure the verification of the antecedents of deployed manpower from their Ex-employer and police verification conducted from concern Police Authority.
- vii. The tender for OUTSOURCING OF MANPOWER is for deployment of 160 manpower in Skilled, Semi Skilled and highly- skilled category with 25% increase or decrease.
- viii. The LBSNAA bears the responsibility for reimbursing the payment of the minimum wages as per government notified rates for the categories as detailed in this annexure. LBSNAA will also reimburse payment of ESI and EPF. In addition to these, LBSNAA will pay the service provider service charges as finalized in the contract agreement. Any liability towards payment of service tax on the entire amount under the tender will be borne by LBSNAA.
- ix. The service provider is expected to deploy personnel as per Skilled, Semi-skilled and Highly Skilled categories as and when required by LBSNAA. The personnel has to meet the minimum qualifications as contained in this annexure and also be adequately trained so as to perform the duties outlined in this annexure. LBSNAA will be supplied the list of personnel to be deployed in advance and will have the right to refuse deployment of anyone found unsuitable.
- x. Indicative value chart showing the wages and number of manpower.

Sl No.	Category	Rate per day	No. of days	No. of employee per month
[1]	[2]	[3]	[4]	[7]
1	Skilled (Delhi)	954	26	3
2	Skilled (Dehradun)	868	26	1
3	Semi Skilled (Delhi)	868	26	2
4	Skilled (Mussoorie)	739	26	48
5	Semi Skilled (Mussoorie)	614	26	103
6	Highly Skilled (Mussoorie)	868	26	3
Total		4911	156	160

Note: The above Value Chart of the Rate Contract for Outsourced Manpower (w.e.f. 25.09.2024) has been prepared based on the rates of wages as per Order No. 1/27(1)/2024-LS-II. Wages shall be paid as per the revisions notified by the Labour Department, Government of India, from time to time.

MODEL FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of Director, LBSNAA (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of manpower services shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Bid Documents number [*insert reference number of the Bid Documents*] dated [*insert date of issue of Bid Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.
- (ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not

exceeding [figure of Guaranteed Amount to be inserted here].....
only).

- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

Bank:

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

Signature of the Bank Authority
 Name.....
 Signed in capacity of.....
 Full address of Branch.....
 Tel No. of Branch.....
 Fax No. of Branch.....
 Email ID of Branch.....

MODEL FORMAT OF AGREEMENT

CONTRACT AGREEMENT No.

THIS AGREEMENT is made on between **DEPUTY DIRECTOR (Sr.) (Establishment) of the Lal Bahadur Shastri National Academy of Administration, Mussoorie**, District Dehradun (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is Charleville, Mussoorie

AND

M/s having its registered office at..... (Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the Client invited bids through GeM Portal, vide Notice Inviting for “**Hiring of Manpower Services at its office** under Bid Document No.
- II. **AND WHEREAS** the Contractor submitted his bid vide in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. **And WHEREAS the Client has selected M/s** the successful bidder (the Contractor) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA)** No., to the Contractor on for a total sum of Rs. [Rupees..... Only]
- IV. **AND WHEREAS** the Client desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the manpower services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Bid Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Documents for providing manpower for services in the Client’s

premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

IX. **AND WHEREAS** the Client and the Contractor agree as follows:

- a) In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- b) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - i. The Letter of Acceptance (LoA) issued by the Client.
 - ii. Notice to Proceed (NTP) issued by the Client
 - iii. The complete Bid, as submitted by the Contractor.
 - iv. The Addenda, if any, issued by the Client.
 - v. Any other documents forming part of this Contract Agreement till date.(Performance Bank Guarantee, Bank Guarantee)
 - vi. Supplementary Agreements executed from time to time.
- c) Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
- d) This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above

Signed on behalf of the Contractor	Signed on Behalf of L B S N A A
(Authorized Signatory)	(Authorized Signatory)

(Authorized Signatory)

Annexure-VIII

(To be submitted on Bidder’s Letter Head)

Bid-Securing Declaration
(In lieu of EMD)

Date: [insert date (as day, month and year)]

Bid No.: _____

To: [insert complete name of Public Body]

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration in lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We* understand this Bid Securing Declaration shall cease to be valid if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

***Please delete as appropriate**

CHECKLIST OF DOCUMENTS SUBMITTED

I/we hereby declare that we have submitted/not submitted the following documents as asked in bid:

SI No.	Document	Submitted/Not submitted	Placed at Page No.
1.	Company registration certificate		
2.	GST Registration certificate		
3.	PAN registration		
4.	EPFO Registration certificate		
5.	ESIC Registration certificate		
6.	ISO 9001 quality certificate		
7.	ISO 45001 quality certificate		
8.	Labour License certificate		
9.	(Annexure-I)		
10.	(Annexure-II)		
11.	(Annexure-III)		
12.	(Annexure-IV)		
13.	(Annexure-V)		
14.	(Annexure-VI)		
15.	(Annexure-VII)		
16.	(Annexure-VIII)		
17.	Legal Valid Entity certificate		
18.	Under taking regarding paid at least minimum wages		
19.	Branch office located in Uttarakhand		
20.	EPFO return statements as proof of having employed at least 500 manpower during the financial year		

	2024-25		
21.	Annual financial statement FY2022-23, 2023-24, 2024-2025		
22.	Work order as well as the EPFO return of the latest month of ongoing projects or last month of the completed projects in support of their work experience requirement		

Signature and Seal of the bidder