



SCHOOL CODE : 52031

CBSE AFF. NO. : 1020033

UDISE CODE :23260505212

EKLAVYA MODEL RESIDENTIAL SCHOOL, MHOW, INDORE

[National Education Society for Tribal Students (NESTS), an Autonomous Organization
under Ministry of Tribal Affairs, Government of India]

In Front Of Chameli Devi Institute, Khandwa Road, Indore, MP

E-Mail:- gurukulam.indore1@gmail.com

emrsmhowindore@gmail.com

No./EMRS MHOW, INDORE/Gem /2025-26/ 2655

12 /08 /2025

सेवा में,
श्री दीपक विश्वकर्मा
(Outsourcing In-charge)

विषय: आउटसोर्सिंग स्टाफ का टेंडर GEM पोर्टल पर अपलोड किए जाने के संबंध में

महोदय,

उक्त विषय के संदर्भ में आपको अवगत कराना है कि आउटसोर्सिंग स्टाफ टेंडर की नोटशीट को माननीय जिला पंचायत सीईओ द्वारा अनुमोदित किए जाने के पश्चात् इसकी प्रक्रिया 45 दिनों के भीतर पूर्ण की जानी है।

अतः आपको आदेशित किया जाता है कि तत्काल प्रभाव से उक्त टेंडर को GEM पोर्टल पर अपलोड करना सुनिश्चित करें, ताकि कार्य समय-सीमा के भीतर पूर्ण हो सके।

1. Deepak Sir (IIC) *Deepak*
2. Purnima Maurya (Member) *Purnima*
3. Vinay Sir (Senior Most PGT) *Vinay*

N. K. Singh
PRINCIPAL
EMRS (GURUKULAM
INDORE (M.P)

Received
Deepak

**EKLAVYA MODEL RESIDENTIAL SCHOOL, MHOW, INDORE**

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EMRS MHOW INDORE /2025-26/ 2847

Date -23/09/2025

UPDATED OUTSOURCING TENDER DRAFT**TERMS AND CONDITIONS FOR BIDDING OF MANPOWER**

1. The persons deployed by the Contract agency shall be directly under the supervision, control and employment of the Contractor. The SCHOOL shall have no obligation to control or supervise such workers or take any action against them, except as permissible under the law. Such workers shall also not have any claim against SCHOOL for employment or regularization of their services by virtue of being employed by the Contract Agency for any temporary/permanent posts in SCHOOL.
2. The agency/firm should be registered under the 'Contract Labor (Regulation and Abolition Act, 1970) and Central Rules of 1971 made there under and have in their possession the EPF/EDLI and ESI Code Numbers." Scanned copy shall be attached with the technical bid as proof.
3. Tender purchasing date and time will be as per the GeM tender portal.
4. It will be the responsibility of the unskilled personal deployed on the duty to control the operation of the school's water system, tap pipes and water tanks so that is not wasted.
5. **Earnest Money Deposit Details**
 - a) **Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees thirty thousand only)** should be submitted through **Draft/Banker's Cheque** etc (as per government norms). in favour of EKLAVYA MODEL RESIDENTIAL SCHOOL ,MHOW,INDORE .The bidder/firm will be rejected during Technical evaluation if the EMD is found not deposited in the stipulated time period i.e. between the dates of bid start and end date and time.
 - b) Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for all these items/services only, are exempted from EMD. However, they have to enclose **valid self-attested registration certificate(s)** along with the tender to this effect.
 - c) The bidders who seek exemption from EMD as per clause no. 4(b) above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a **performance bank guarantee**(as per government norms) before the deadline defined in the request for bids document, they will not be consider in future or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.
 - d) EMD of all unsuccessful bidders (if any) will be returned after award of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance bank guarantee.
 - e) In case of successful tenderer, the EMD (if any) may be adjusted towards the Performance Bank Guarantee on request.
 - f) **No interest will be paid** on the EMD if any/Performance Bank Guarantee remitted.
6. The required manpower will have to be supplied by the agency within 10 days of award of contract.
7. Service charges will be as per the charges given on GeM Portal for providing manpower will only be considered, firms quoting below the rates of service charges as given on GeM portal will be rejected.
8. The penalties for non-deployment/absent/late joining of duties of personnel will be applicable as per GeM Service Level Agreement and Package.
9. Without EMD tender will not be accepted bid offer.

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10. The persons supplied by the Outsourcing Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. Copy of Police Verification & Medical fitness of the concerned person may be submitted to the SCHOOL by the Agency.
11. The Outsourcing Agency should submit resumes of each outsourcing person i.e. for House Keeping, Security Guard, Gardener, Staff Nurse & Counsellor along with photocopies of testimonials and educational qualification's certificates in support of their qualifications/age etc. The Agency agrees to forthwith withdraw Personnel who are not found suitable by EMRS for any reason, upon receipt of such a request from SCHOOL and arrange a suitable replacement for the same immediately.
12. The Agency agrees and undertakes that in selecting the Personnel to be deployed, it shall give preference to the Personnel having experience in fully residential educational system on said work. The Agency shall submit resumes of each outsourcing personnel to SCHOOL. Further the Agency shall give due consideration to the candidate recommended by SCHOOL and the same will be given first preference. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any leave Rules/terms and conditions agreed to by the parties.
13. EMRSs are co-educational residential schools where behaviour of personnel plays a vital role. Personnel engaged should behave properly and maintain high level of character attributes. It shall be the duty of the Agency to ensure that the deployed Personnel shall conduct themselves in the most disciplined manner and in accordance with the Code of Conduct. Agency shall be directly held liable for any and all the acts of indiscipline of the Personnel. In the event, SCHOOL suffers any loss or damage on account of negligence, default willfull misconduct or theft on the part of any of the deployed personnel, the Agency shall be liable to indemnify SCHOOL for the same.
14. The functional control over the deployed Personnel shall at all times during the Term of this Agreement, rest with SCHOOL.
15. SCHOOL shall be the final judge of the quality of the work and the satisfaction of the standards in respect to this Agreement. SCHOOL shall have the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion, do not produce work or lead to satisfactory performance by the Personnel.
16. Service provider/ Outsourcing Agency will have to pay full wages to detained personnel every month through bank account only and submit all the required documents. Any discrepancies found in payment of wages by the service provider, the agreement will be terminated and agency will be black listed.
17. Contract period may be extended as per requirement of SCHOOL. In the event of any break or new academic session or completion of the contract period of services, the contract agreement may be renewed for next maximum three year one by one year with the approval of the competent authority.
18. Relaxation of age and qualification may be provided in case of personnel who are ex- SCHOOL employees, dependent family members of deceased employees whose request for employment is pending in the Samiti.
19. All existing manpower engaged in SCHOOL on daily wages basis, if found suitable may be given preference in engagement and any person not be consume any harmful things like tobacco, alcohol, cigarette in school premises, also not include illegal activity.
20. **Nos. of personnel may be increased or decreased** in any category as per need by the SCHOOL.
21. **The Outsourcing Agency must give wage slips to the persons engaged by them on 1st of every month and EPF slips annually, ESI card should be issued to all the persons, timely. Further, a copy of the deposit slip should be enclosed with subsequent bill for the record of the consignee.**
22. The House keeping persons should wear the uniform neat, clean & ironed, while on duty, prescribed by the SCHOOL Authority.
23. The persons deployed by the service provider/ Outsourcing Agency shall not claim any benefit compensation/absorption/regularization of services from SCHOOL under the provisions of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970 & 1971. Undertaking in the enclosed format from the persons to this effect shall be obtained by the service provider/Agency and submitted to the SCHOOL.
24. The service provider's/Agency's deployed personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security and housekeeping arrangements and administrative/organizational matters as all are of confidential/secret in nature. If any loss is plunged to SCHOOL due to divulging/disclosure of such matters by the deployed personnel, the service

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Rupali, L12, Devant Sahu

provider will bear such loss and responsibility of such omissions on the part of the personnel so deployed to the SCHOOL.

25. That the persons engaged shall not be below the age of 18 years or above the age of 55 years and they shall not interfere with the duties of the employees of the SCHOOL. In case of Ex SCHOOL employee or compassionate case, School may permit personnel aged beyond 55 years.
26. **The service provider/Outsourcing Agency has to provide Photo Identity Cards to the personnel so deployed to EMRS, for attending/ carrying out the work.**
27. **The wearing of uniforms and name plates by the employees of the contracting agency during duty hours is compulsory. The uniforms and names plates to be provided by the contract agency at its own cost. Nothing will be borne by SCHOOL.**
28. The contracting agency shall have a proper system for checking the duty persons of the manpower on duty. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A weekly report to be submitted to the Principal of the concerned SCHOOL. All such records shall be subject to scrutiny by the Vidyalaya.
29. The contracting agency would be expected to maintain high standards of Housekeeping services. Any **serious lapse** noticed by the SCHOOL would attract minimum penalty of Rs.1,000/- in the first instance. On recurrence of such lapses, the Samiti/EMRS may impose a penalty of Rs.2,000/- per instance or as may be decided by the Competent Authority of the SCHOOL concerned to take appropriate necessary action against the contracting agency, including termination of the contract. Such decision(s) of the EMRS, MHOW(M.P.) shall be binding on the contracting agency. If any housekeeping personal is absent and the agency fails to substitute the personal and the penalty of double of the Minimum wages for that day will be imposed on each occasion. Statutory liability if any will be extra in each case.

1.Academic Qualification and Working Experience (EMRS may relax on case to case basis) and Working Exp and Details of Manpower.

S. No.	Service utilized on outsource	Category	Number of Manpower	Academic Qualification and Working Experience (EMRS Mhow may relax on case to case basis).
01	Security Guard (Chowkidar)	Watch & Ward	2	N/
02	Housekeeper	Sweeper	5	N/A
03	Mali	Gardener	1	N/A
04	Staff Nurse	Medical Attendant	1	As per NESTS Guidelines
05	Counsellor	Psychology	1	As per NESTS Guidelines
06	Caretaker	Caretaker	Male(1) and Female(1)	Class X passed and working experience in residential school or big office set up
07	Night Guard	-	Male(1) and Female(1)	Class VIII passed and working experience in residential school or big office set up
08	JSA/Accountant	-	01/01	As per NESTS Guidelines

PAYMENT TO THE DEPLOYED PERSONNEL

30. That the Outsourcing agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it, from time to time including Labour Act 1936, Minimum Wages Act 1948, Employees Provident Fund, ESI Act etc. and SCHOOL shall not incur any liability for any expenditure whatsoever on

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the persons deployed by the agency on account of any such obligations. The agency will be required to provide particulars of remittances/enrolment details of EPF and ESI contribution of its personnel so deployed in SCHOOL. The Agency will comply with all statutory provisions of law, rules and regulations of Acts and keep SCHOOL informed about any amendment in the law from time to time.

31. Payments to the agency would be strictly on certification by the officer with whom outsourced personnel is attached to the effect that his services were satisfactory and attendance as per the bill preferred by the service provider.
32. In the event, the Agency defaults in timely payment/less payment of wages then the prescribed one, to deployed Personnel, EMRS shall issue a written notice to Agency informing it about such a default and call upon it to cure the same within 10 days from the date of issue of notice, failing which, SCHOOL shall other than exercising its right to terminate the Agreement for legal consequences, at its sole discretion, disburse the payment wages directly to the deployed Personnel and deduct/recover from the payment of agency or through the performance security deposit. SCHOOL has the right to terminate the agreement for breach of the terms & conditions of the agreement. Further, appropriate action to black list the agency and further legal action can be initiated against the agency. Cost expenditure incurred therein shall be recovered from the security deposit.
33. That if any amount is reportedly payable by the agency towards, wages allowances and statutory dues in respect of personnel or any loss to SCHOOL property the same shall be adjusted after verification confirmation from the performance guarantee security deposit/EMD future payment with intimation reserves the right to terminate the agreement without notice if the services offered are not as per agreement.
34. EMRS shall bear no liability whatsoever for any financial or any injury caused to any of the personnel during the course of performance of its duties or for payment towards any payment wages.
35. Any and all financial responsibility/liability in respect of financial or any injury caused to any of the deployed Personnel and or payment of their wages payment shall at all times be borne by the Agency and SCHOOL shall at no time, be held liable for the same. Further, shall not pay for any transportation, food, medical, accommodation and other personal requirements in respect of any of the deployed personnel.
36. The Agency shall ensure that the deployed Personnel shall at no time claim any benefit compensation/absorption regularization of services from SCHOOL under the provision of Industrial Relations Code 2020 and/or the Occupational safety. Health and working conditions code 2020. The Agency shall ensure the execution of any undertaking to this effect by the deployed Personnel, and shall submit the same to SCHOOL immediately upon deployment of such personnel.
37. The Agency's deployed personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements (trained in operate fire fighting equipment) and administrative / organizational matters as all are of confidential/secret in nature. If any loss is plunged to EMRS 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 SCHOOL.
38. The Consideration payable to the Agency will be released, subject of production of certificate given by the agency and production of documentary evidence towards EPF, ESI Service tax of the deployed personnel, for the previous month. Income Tax if any shall be deducted at source as per the relevant Act.

CONSIDERATION/TERMS OF PAYMENT

39. In lieu of the services of manpower outsourcing provided by the Agency, SCHOOL shall pay the amount as per enclosed sheet to Agency, which shall be inclusive of applicable taxes. The daily wages rates will be minimum wages fixed by the Govt. of India or Minimum wages of concerned state. Minimum wages for "Industrial workers employed in building operations sector 'Specially mentioned categories like Sweeping & Cleaning and Watch and Wards [without arms] will be treated at par with the other outsourced personnel engaged for SCHOOL. Payments to the agency will be released for the outsourced personnel attached @ Wages for 26 days in a month/or for nos. of days worked, actually as per rates prescribed by Govt. notification.
40. SCHOOL shall make payment of the Consideration to the Agency, through electronic transfer i.e. PFMS on a monthly basis, on production of bill [in duplicate] Generated by GeM portal along with proofs of deposit of contribution of workers as regards EPF, ESI & Service tax etc. TDS shall be applicable as per existing rate. **Bills in the prescribed format [as enclosed]** are to be submitted strictly to concern EMRSs on last working day of month, so as to process the payment to the party in the same month.

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41. Payments to the agency would be strictly on certification by the authority of concerned SCHOOL with whom outsourced personnel is attached to the effect that his/her services were satisfactory and attendance as per the bill preferred by the service provider.
42. Hard copies of all documents must be reached at EMRS, Mhow, District. Indore (M.P.) up to the last date and time of Bid.
43. The contracting agency shall conform to the provisions of various Central/State Act[s] or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deductions of TDS as per IT rules on the total bill as Income Tax as per provision of the Income tax Act, or as applicable from time to time. Apart from this, the contracting agency shall also pay Service Tax on the gross wage bill, if applicable, at the rates as applicable from time to time. The contracting agency will submit a copy of the receipt in the office of the Principal, SCHOOL Service Tax, on the gross wage bill, may also be deducted at source if there are any instructions from the concerned authorities in this regard.
44. 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 (live) must be attached with the bid.
45. **Outsourcing agency must have EPF and ESI registration with the appropriate authority of the concerned State in which personnel are to be deployed and copy of the certificate must be attached with the bid.**
46. Following documents/certificates must be appended along with bid: (without submitting any of these documents tender will be summarily rejected.)
 - a) GST Registration certificate and GST return copy of last two quarter.
 - b) Pan Card of the firm/Company.
 - c) EPFO and ESIC Certificate.
 - d) Income Tax return for the last three financial years (2021-22, 2022-23, 2023-24).
 - e) Certified copy of Turn over certificate for the last three financial years. Total average annual Turnover for these three financial years should not be less than 50Lakh.
 - f) Audited copy of balance sheet for the financial years for previous three years.
 - g) Valid ISO (1) 9001:2015, (2) 37500:2014 and (3) OHSAS 45001:2018 appropriate certificates.
 - h) Bidder must have submitted PSARA 2005 certificate along with technical bid.
 - i) Affidavit from the Agency that the Agency has never been black listed by any Govt. Department or Pvt. Organisation on Non Judicial Stamp Paper, stamp date should be during contract period.
 - j) Certificate of Contract Labour (Regulation and Abolition Act, 1970) and Central Rules of 1971
 - k) Seal and signed tender document must be attached with technical bid.
 - l) Bidder should have to submit an undertaking regarding Non Bankrupt or under liquidation.
 - m) Bidder should have to submit an undertaking regarding Non-Disclosure.
 - n) Bidder should have to submit Escalation Matrix for contract support.
 - o) EPF challan of last 6 month.
 - p) ESIC Challan of last 6 month.
 - q) Should have working experience certificate in last three year Government/Semi-Government/Autonomous organizations, and bidder should be submitted at least Two Experience Certificate with any EMRS School. (Certificate to be attached).
 - r) Bidder must have seller rating on GeM Portal 3 or more than 3.
 - s) GeM Gold Certificate of Proprietor/Director/Partner.
- 46 Outsourcing agency has to pay the wages to deployed personnel on last working day of the month or at the most upto 5th day of next month, else penalty may be imposed as per the GeM Service Level Agreement and Package.
- 47 Outsourcing agency has to submit the GeM generated bill in the prescribed proforma with the proof of payment of wages to deployed personnel for the concerned month along with previous month's EPF and ESI payment receipt and Challan copy in respect of deployed personnel.
- 48 EPF and ESI contribution shall be paid by the EMRSs as per the govt. norms.
- 49 Only necessary documents will be submitted by the tender. Submitting unnecessary documents will lead to rejection of the tender proposal for which the bidder will be responsible himself.
- 50 The Competent authority/Tender Committee may relax any of technical conditions at any time, if required, no objection will be raised by any Bidder in this regard.

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- 51 In case of same/equal amount of rate in bid, the bid will be awarded as per discretion of the Competent Authority and no arbitration/dispute will be entertained.

COMNMITTEE DETAILS:

1. Mr. Deepak Vishvakarma TGT S.St Deepak
2. Mr. Vinay Agrawaal PGT Economics Vinay
3. Ms. Purnimka Tiwari PGT Biology Purnimka
4. Mr. Devansh Saini Devansh Saini

Nikhil
(PRINCIPAL)

प्राचार्य / Principal
ई.एम.आर.एस. मंडू / EMRS MHOW
इन्दौर / Indore