

नवोदय विद्यालय समिति

शिक्षा मंत्रालय, भारत सरकार
(स्कूल शिक्षा और साक्षरता विभाग)

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Navodaya Vidyalaya Samiti

Ministry of Education, Govt. of India

(Deptt. of School Education & Literacy)

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F.No.13-8/2020-NVS(Admn.)/232

Dated: 02.06.2021

To

The Deputy Commissioner
Navodaya Vidyalaya Samiti,
All Regional Offices / NLLs

Sub: Guidelines for outsourcing of manpower in ROs/NLLs/JNVs – reg.

- Ref:**
1. F. No. 1-38/93-NVS(Estt); Dated 03.03.2003 (Appointment of Matrons in JNVs)
 2. F. No. 1-17/2001-NVS(Estt); Dated : 11.04.2007 (Number of casual workers in Vidyalaya mess)
 3. F. No. 1-13/ NVS(Estt)/1440 ; Dated 13.11.2013 (Providing one additional post of Matron in JNVs)
 4. F.No. 1-11/2015-NVS(Estt.- I)/, dated : 23.10.2015 (outsourcing of services of chowkidar and sweepers in JNVs)
 5. F. No. 1-2/2019/NVS(Sa)/11-18, Dated: 12.02.2019 (Appointment of Chowkidar and Chowkidar cum sweeper as Multi Tasking Staff)
 6. F.No. 1-2/2019/NVS(SA)159; Dated 23.05.2019 (Engagement of two sweepers one male and one female on daily wage basis in JNVs-reg)
 7. F.No. 5-4/2016-NVS(SA)/1877, Dated : 10.09.2020 (outsourcing of casual labour / Contract labour service-reg)

Sir/Madam,

Samiti has well settled staff structure with defined recruitment rules. However, on need basis, contract labour/daily wagger/casual labour are being engaged for some specific needs of JNVs being residential in nature.

2. The Competent Authority taking all aspects into consideration, constituted a committee of the officers to draft uniform guidelines for engaging all contractual manpower through outsourcing agency and to streamline the process of engaging manpower as well as to ensure compliance of all regulations related to labour laws and welfare measures.

3. The guidelines for outsourcing of manpower, classification of general services in ROs/NLLs/JNVs and procedures for engagement of agency are enclosed as **Annexure-I**.

4. As per the recommendations of the committee and legal opinion, a draft document containing the details of draft agreement to be executed with the outsourcing agency is enclosed as **Annexure-I(B)**. Please ensure that all JNVs as well as NLLs/ROs may use the same while executing the agreement with the concerned agency. This document is prepared by keeping JNVs into consideration. ROs and NLLs may modify the document accordingly. ROs can also make changes, if essential as per local needs.

Handwritten signature/initials

5. The nomenclature of the personnel engaged should be as per GeM portal instead of our regular nomenclature or designation of vacant post and it should be multifunctional as per need of work.

6. Number of security personnel and house keeping staff to be engaged through outsourcing

By considering the residential nature of JNVs and to ensure cleanliness, safety and security of JNV/ NLI/ROs, it is approved by the competent authority to engage personnel accordingly. Every JNV/NLI/RO has been sanctioned the post of Chowkidar / Chowkidar cum Sweeper / Sweepers. ***If regular employees are working against the sanctioned post, the same is to be adjusted and accordingly the number of personnel to be engaged through outsourcing may be reduced.*** When outsourced personnel are engaged, the need for leave reserve is also to be incorporated in the terms and conditions.

A) Engagement at Regional Offices

- Security personnel - 3 per day (1 personnel X 3 shifts of 08 hrs.)
- Housekeeping including gardening - 02 per day

B) Engagement at NLIs

NLIs have the facility of residential training including accommodation for participants. By considering the need to maintain the campus, the following is approved:

- Security personnel - 3 per day (1 personnel X 3 shift of 08 hrs.)
- Housekeeping including gardening - 02

C) Engagement at JNVs

JNVs are residential schools, which are spread out to around 25 to 30 acres. Around 560 students and 45 staff with families are staying in the campus. Ensuring security and hygienic condition in the campus including maintaining garden is of paramount importance. By considering the need, it is approved to engage outsourced personnel as per the details given below:

i) **For 10% JNVs in the region as approved by the Executive Committee.**

Executive Committee in its XXXVI meeting held on 6th March 2019 has given approval to engage security and housekeeping personnel on experimental basis in 10% of JNVs. Selection of 10% JNVs may be done as per criteria specified in **Annexure-I(C)** enclosed. Accordingly the following personnel may be engaged.

- **Security personnel – 06** (Including regular JNV staff) 

- o 2 personnel X 3 shifts of 08 hrs.
- o One of the two personnel may be deputed at the main gate of JNV to look after the safety and security near the main gate including verifying at the entry point. Second personnel may be allotted duties to move around the campus to ensure safety and security. In addition to 06 security personnel through outsourcing, 02 care takers for boys and 1 or 2 matron (as per the strength of girls) may be engaged, as directed by this office as per reference No. 1, 3 & 5.

It is approved by the competent authority to engage outsourced personnel accordingly. Every JNV has the sanctioned post of Chowkidar/ Chowkidar cum Sweeper / Sweeper **and if regular employees are working against sanctioned post, the same is to be adjusted and accordingly the number of personnel to be engaged may be minimized.** Hence, in total, 01 or 02 matron, 02 care taker and 06 security personnel would be available in the JNV to ensure safety and security.

If any regular employee other than those who are working as care taker are working in JNV, the same may be considered for working as security personnel in shifts. Accordingly, the number of outsourced personnel may be minimised.

House keeping - 06 personnel out of which 1 should be female personnel (Including 1 male and 1 female sweeper used to be engaged on outsourcing) (as per letter under Reference 6)

06 personnel may be engaged per day in JNV for performing duties as given below:

- 01 personnel - in academic block for housekeeping and general duties
- 01 female personnel - for housekeeping duties including wash room area and dormitories of girls.
- 02 personnel - for housekeeping in boys dormitories and surroundings
- 02 personnel - for maintenance and upkeep of kitchen, dining hall and their surroundings including gardening.

ii) For JNVs other than those covered in 10%

Security personnel- 04 (including JNV regular staff)

01 in the morning shift, 01 in the evening shift and two in the night shift (08 hrs duties). If any regular employee other than those who are working as care taker are working in JNV, the same may be considered for working as security personnel in shifts. Accordingly, the number of outsourced personnel may be

7/20

minimised. Hence, in total, 01 or 02 matron, 02 care taker and 04 security personnel would be available in the JNV to ensure safety and security.

Housekeeping personnel- 04 (including 1 male & 1 female sweeper used to be engaged on outsource) (as per letter under reference 6)

- 01 personnel - in academic block for housekeeping and general duties
- 01 female personnel - for housekeeping duties including wash room area and dormitories of girls.
- 01 personnel - for housekeeping in boys dormitories and surroundings
- 01 personnel - for maintenance and upkeep of kitchen, dining hall and their surroundings including gardening.

iii) JNV functioning in temporary site

- Security personnel - 03 (1 personnel X 3 shifts)
 - Housekeeping - 02 (1 female for girls dormitories and academic block + 1 personnel for boys dormitories including gardening)
- Regular existing employees, if any, are to be considered and the personnel may be engaged by minimizing the number of personnel accordingly.

7. Mode of engagement

• **Assessment of JNV wise requirement**

By following the above guidelines, JNV wise requirement is to be worked out by RO. JNVs under the jurisdiction of the RO may be divided in to 3 or 4 groups in terms of state/cluster.

• **Notification of requirement**

Accordingly, the requirement may be notified in the GeM portal by indicating the place of work and the tender may be finalized at the state/cluster level as per the procedure explained in **Annexure-I (A)**.

• **Signing the agreement**

After finalisation of the agency, the details are to be communicated to the respective JNV for signing independent agreement with the agency. It is reiterated that only for finalising the agency, state/cluster concept is to be used whereas agreement, implementation, monitoring and payment is to be done by the respective field unit only.

SPM

8. Other guidelines

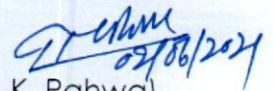
The following guidelines may also be followed while completing the process:-

- To engage the outsourcing agency using GeM platform only.
- The concerned RO will engage agency at State/cluster level and each JNV falling under that State/ cluster will sign an agreement with the agency individually on the rate and terms and conditions of contract finalised.
- All existing manpower engaged on daily wage basis, if found suitable may be given preference in engagement through outsourcing agency.
- Preference will be accorded to the personnel having experience in fully residential system.
- A clause may also be inserted in the agreement to be signed between RO/NLI/JNV and agency that number of personnel may be increased or decreased in any category as per need by the RO/NLI/JNV.
- Relaxation of age and qualification may be provided in case of personnel who are ex-JNV employees, dependent family members of deceased employee whose request for employment is pending in the Samiti.
- It is requested to implement these guidelines in the JNVs as well as your office from the current academic session with immediate effect.
- It is to be ensured that agency is providing approved wages, PF, ESI, etc timely to outsourced personnel as per terms and conditions of agreement.

It is reiterated that being Principal Employer, we will continue to ensure that labour laws, timely payment of wages and welfare measures are being scrupulously followed by these agencies. One of the Assistant Commissioners will be nominated as Nodal Officer to ensure that all terms and conditions and labour laws are being followed by the Agencies engaged by ROs/NLIs/JNVs. In case of any complaint regarding delayed payment, less payment, same should be resolved immediately by the Office concerned.

This issues with the approval of Commissioner, NVS.

Yours faithfully,



(N. K. Pahwa)

Deputy Commissioner (Admn.)

Copy to:-

1. PA to Commissioner, NVS for information
2. PA to JC(Admn.)/(Pers.)/Acad.)/GM(C) for information
3. All officers of NVS(HQ) for information by email
4. AC(SA)- NVS HQrs. for information
5. The Assistant Commissioner (IT), NVS with a request to arrange for uploading in the website of NVS (HQ)

नवोदय विद्यालय समिति

NAVODAYA VIDYALAYA SAMITI



**Guidelines for outsourcing of manpower
in Navodaya Vidyalaya Samiti**

Guidelines for outsourcing of manpower in Navodaya Vidyalaya Samiti

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Guidelines for outsourcing of manpower in NVS

1. Preface
2. Classification of General services in JNVs through outsourcing
3. Procedure for engagement of agency
4. Compliance of labour laws
5. General terms & conditions of contract with agency
6. Sample format of bill raising by agency
7. General character attributes of the personnel engaged.
8. NVS policy in the matter

Preface -

Samiti has well settled staff structure with defined recruitment rules. However, on need basis, contract labour / daily wager / casual labour are engaged. Further, for some specific needs of JNV residential system like mess functioning, security and house keeping work additional manpower (other than sanctioned posts) is utilised. These additional manpower is engaged on the basis of student strength and work load as per NVS norms. Relevant Samiti's instructions in this regard are attached as Annexures.

The Samiti has always been ideologue for welfare of man power associated with it and always provided better working conditions. Keeping in view labour welfare and to scrupulously follow the labour laws, a policy decision has been taken to outsource the work to agencies which follow all regulations related to labour laws and welfare measures. This cautious policy decision has been taken in line with Govt. of India policy.

However, as we have concern with the welfare of our workforce and being Principal employer, we will continue to ensure that labour laws and welfare measures are being followed by these agencies.

These guidelines are prepared to ensure uniformity in mode of engagement of personnel and to ensure compliance of labour laws.

Classification of General services in JNVs through outsourcing

In general following services are availed in NVS. However, on need basis may also seek other services –

Table-I

Sl. No.	Services utilized on outsource	Category	Equivalent services in GeM portal	Maximum tenure duration in Months (Subject to contract period)	Academic Qualification and Working Experience (JNV may relax on case to case basis) and Working Exp.
A	B	C	D	E	F
1.	Assistant for cooking	01. Unskilled (exp.- less than 05 years) 02. Semi Skilled – (Exp. More than 05 years)	Mazdoor/ Labour	10 months	Class X passed and working experience in similar capacity in a residential school.
2.	Cooking	Skilled	Cook	10 Months	Class X passed and working experience in similar capacity in a residential school.
3.	House Keeping (Lady/Gents)	Sweeping and Cleaning rates in Minimum wages order	Sweeper	10 Months	Class VIII passed and working experience in residential school or big office set up
4.	Security personnel without arms (Separate tender to be floated)	Watch and Word duties without arms, rates in Minimum wages order	Security personnel (Separate tender may be floated)	12 Months	Class X passed and working experience in residential school or big office set up
5.	Electrical & Plumbing	Skilled	<ul style="list-style-type: none"> • Electrician • Plumber 	12 months	ITI in relevant trade and working experience in similar capacity in a residential school or in a industry/Office
6.	Gardening	Unskilled	Mali/ Gardener	12 months	Class VIII passed and working experience in similar capacity
7.	Multi-tasking Staff	Unskilled	Multi-tasking staff	10 months	Class X passed and working experience in office set up
8.	Clerical work	Skilled/Clerical	Multi tasking	12 months	Graduation from a

			Assistant		recognized University, Knowledge of Computer application, English and Hindi Typing (Eng typing speed 35 wpm and above, Hindi typing speed 25 wpm and above) Knowledge of Office procedures. Working experience in similar capacity of at least 01 year in a residential school or big office setup.
9.	Ministerial Work	Highly skilled/Ministerial	Multi Tasking Assistant	12 months	<ul style="list-style-type: none"> • Graduation from a recognized University • Knowledge of Computer Operations • 3 years experience in Administrative/ Financial Matters in Central Govt./Autonomous Organisation under the Central Govt.(Desirable)
10.	Audit/Finance Work	Highly Skilled/Ministerial	Multi Tasking Assistant	12 months	<ul style="list-style-type: none"> • B. Com from a recognized University • Knowledge of Computer Operations and 3 years experience in Administrative/ Financial Matters in Central Govt./Autonomous Organisation under the Central Govt. (Desirable)
11.	Translation Work	Highly Skilled/Ministerial	Multi Tasking Assistant	12 months	<ul style="list-style-type: none"> • Master's degree from a recognized University with the other language than Master's level at Graduate level. OR • Bachelor's degree from a recognized University with

					Hindi/English with a recognized diploma in translation from Hindi to English and Vice Versa <ul style="list-style-type: none"> • 2 years experience of translation work from Hindi to English and Vice Versa in Central/State Govt. Offices including Govt. of India Undertakings proof correction.
12.	Engineering work	Highly Skilled/Ministerial	Multi Tasking Assistant	12 months	Degree in Civil Engineering or Three Years Diploma in Civil Engineering from a recognized institution with three years experience in construction of building.

Should be as per norms

* The number of personnel will be engaged only with the prior written approval of the Cluster I/C, Assistant Commissioner. Work of these personnels has to be defined with justification.

*In case students are retained during vacations, the bid duration may be further increased as per requirement of the JNV. Provision may be made in the agreement with manpower.

* Any other services may be placed in skill category as per the nature of work. Qualification and experience may be decided as per NVS norms.

Procedure for engagement of agency

Services of agencies are to be processed through GeM portal by Regional Office separately for every state / Cluster. In case more than one, L-1 man power agencies qualify in different States, then work may be awarded in such a way that in case of any exigency alternate agency services may be utilised.

However, agreement with the agency will be signed at every Vidyalaya level on the rates approved by concerned cluster / Regional Office.

Procuring of Services through Man Power Agencies Registered on GeM Portal

For hiring different type of services, separate bids need not to be floated. Use multi item cart and select all kind of services in one bid.

Login on www.gem.gov.in and follow the steps as mentioned below-

Market



Services



Browse the Manpower outsourcing - Minimum Wage (The daily wages rates will be minimum wages fixed by The Govt. of India or Minimum wages of concerned state- whichever is higher of these. **Minimum wages for Industrial worker (building operations sector) / Specially mentioned categories like Sweeping & Cleaning and Watch and Wards (with out arms) will be treated at par for JNVs)**



Click on BID (Standard terms and conditions of bid available on GEM to be adopted)



Select consignee



Enter delivery location and number of resources (number of outsourced personnel) to be hired.



Specifications of Services (Example)

1. Skill Category- unskilled/semiskilled
2. Type of Function- Others
3. List of Profiles- Mess helper
4. Educational Qualifications – Class X
5. Specialization- Not Required
6. Post Graduation-Not Required
7. Specialization for PG- Not applicable
8. Experience-(As per table I above)
(Specification for the services to be procured through GeM may be filled in)
09. Number of working days in a week and month shall be mentioned as per need.



Administrative

1. MSE - Yes
2. Start-up- Yes.
3. Service provider Registered addresses – Any service provider can participate having requisite permission from the concerned authorities to provide services in that particular State or Area.



Fill the Financial Details of BID

- ❖ Contract start date -To be decided by JNV / NLI / RO as per their requirement.
- ❖ Contract end date- To be decided by JNV / NLI / RO as per their requirement.
- ❖ No. of working days in a month -As per table-I above.
- ❖ Tenure/Duration of the employment (In month)As per table-I above.
- ❖ Minimum daily wage (In Rupees) (The daily wages rates is to be provided by the employer in the Bid form) - The daily wages rates will be minimum wages fixed by The Govt. of India or Minimum wages of concerned state- whichever is higher of these. **Minimum wages for “ Industrial workers employed in building operations sector /Specially mentioned categories like Sweeping & Cleaning and Watch and Wards (with out arms) will be treated at par for JNVs**
- ❖ Provident Fund (Percentage of Minimum daily wage)-As applicable time to time
- ❖ ELDI (Percentage of Minimum daily wage)- 0
- ❖ ESI (Percentage of Minimum daily wage)- As applicable time to time
- ❖ Bonus (Percentage of Minimum daily wage) -0
- ❖ Non Mandatory compliance 1 (In Rupees) -0
- ❖ Non Mandatory compliance 2 (In Rupees) 0
- ❖ Non Mandatory compliance 3 (In Rupees) 0
- ❖ Title for Non Mandatory Compliance 1- NA
- ❖ Title for Non Mandatory Compliance 2- NA
- ❖ Title for Non Mandatory Compliance 3- NA
- ❖ Designation- Mazdoor

Then Click on

SEARCH

- ❖ Title for Non Mandatory Compliance 1

GeM will display some GEM Service Providers add any of them to cart by pressing

ADD TO CART



Proceed to checkout



BID

Select and confirm



1. **Specifications**-Already filled specifications will be displayed click Save and Continue.



2. **Consignees/Reporting Officers**- Already filled details will be displayed. We can click the option as "Click here to download consignees/Reporting Officers" to download consignee details and the upload the file with the option

Upload File



3. Details:-

- ✚ Bid Duration (No. of Days)- 15 Days (By default pre-filled in GeM Portal.)
- ✚ Bid life cycle (From Publish Days)- 90 Days
- ✚ Bid offer validity (From end Date)- Range 15-80 Days (By default pre-filled in GeM Portal.)
- ✚ Do you want to Take this Bid to RA Post Technical Evaluation?- No
- ✚ Bid Estimated Value will be displayed
- ❖ Contract Duration-9 Months- As per requirement of JNV/NLI/RO. (Entries in Col. F of Table I above may be modified accordingly)
- ✚ Set Minimum Price for this Bid-(Calculate Minimum wages of the area including PF & ESIC contribution X duration)

Participant Eligibility Criterion-All details to be filled and upload PDF file containing Terms & Conditions.

Eligibility criteria to be filled –

- Experience of running a manpower agency: at least 03 years.
- Annual turnover: at least Rs. 1 crore in two previous financial years.

The Tenderer must be registered with EPF & ESI as employer.

- ✓ Least cost Method based evaluation (LCS)- All relevant documents may be scrutinised thoroughly to weed out the non eligible parties before applying the least cost method based evaluation. In case of tie in L-1 preference may be given to the local or nearby contractor.
- ✓ Pre Bid Details- No.



4. EMD/ePBG Details-

- EMD-Yes
- ePBG-- It is required for procurement of security services.



5. **Splitting** - After completing step 4 this step will be automatically skipped to step 6.



6. **T & C**- Customized Terms & Conditions may be added out of the inbuilt Terms & conditions as per suitability.



7. **Verify OTP and Publish** –For verification, the OTP will be sent to the registered mobile No. of GeM buyer, fill the OTP and Publish the bid by clicking on

Publish

After closing of the bid date, technical bid will be opened first to verify eligibility. Thereafter, Bids received from all the eligible Service providers will be downloaded and comparative statement will be prepared. Lowest1 (L1) Service provider to be selected based on quoted Lowest service charge based on recommendations of internal level committee. If many parties quote the same rate i.e. L1, agency may decided on the basis of turn over, years of experience, number of personnel being engaged, number of offices to which man power is provided in the last two years, etc.

8. In case, there is more than one party/firm is found L1, then selection of L1 may be done preferably manually in such a manner as different L1 firms may be contacted in different states to avoid monopoly of single firm in the region. *through Committee*
9. The successful bidder will deposit performance security@ 10% (of the contract value projected for the session) in form of bank Bank Guarantee (in favour of JNV) which will be returned after successful completion of the contract period. However, In case of short comings in performance partial or entire amount may be forfeited. This performance security will be deposited at every Vidyalaya level at the time of signing contract with Vidyalaya.

General terms and conditions of contract with Agency

This agreement (hereinafter referred to as the "Agreement") is made and executed on this _____ day of -----, at _____

BY AND BETWEEN

JAWAHAR NAVODAYA VIDYALAYA, a _____, with its registered office at _____, represented through its Principal Mr. _____ (hereinafter referred to as the "JNV", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **ONE PART**;

AND

_____, a _____ incorporated under the laws of India, having its registered office at _____, represented through its _____ (hereinafter referred to as the "Agency", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**.

"JNV" and the "Agency" shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

RECITALS:

- WHEREAS JNV: name & address _____
- AND WHEREAS the Agency name _____ & address _____ is *inter alia* engaged in the business of supplying manpower to organisations.
- JNV is desirous of engaging the services of the Agency for the purpose of supplying Personnel (*defined hereinafter*) to provide service in JNV on need basis and the Agency has agreed to such engagement for providing the services in lieu of a consideration (defined hereinafter) to be paid by JNV, which is mutually agreed to between the parties.

- AND WHEREAS the Parties herein are desirous of putting the terms of the arrangement in writing and have agreed to enter into this Agreement on the terms and conditions as set forth hereinafter.

NOW, THEREFORE, THE PARTIES AGREE AS UNDER:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meaning:

“**Agreement**” shall mean this memorandum of understanding and shall include the schedules, annexes and attachments hereto and as amended by the Parties in writing in accordance with the terms hereof.

“**Applicable Law(s)**” shall mean any (i) statute, law, regulation, ordinance, rule, judgment, notification, circular, rule of common law, order, decree, bye-law, terms of approval from the concerned Governmental Authority, directive, guideline, requirement or other governmental restriction, or any similar form of decision or policy having the force of law; or (ii) determination by, or any interpretation of any of the foregoing, by any authority having jurisdiction over the matter in question, which has the force of law.

“**Confidential Information**” shall have the meaning ascribed to it in Clause 4.10 of this Agreement.

“**Consideration**” shall have the meaning ascribed to it under Clause 5.1 of this Agreement.

“**Personnel**” shall mean the personnel deployed by the Agency to render its services to JNV.

“**Term**” shall have the meaning ascribed to it under Clause 6.1 of this Agreement.

1.2 **Interpretation:** In this Agreement, unless the context otherwise requires:

1.2.1 The words “include” and “including” are to be construed without limitation;

1.2.2 The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole;

1.2.3 Any reference to a statutory provision shall be deemed to include a reference to any rules or regulations there under and any statutory modification or re-enactment thereto;

1.2.4 Headings are for convenience only and do not affect interpretation.

2. PRINCIPAL UNDERSTANDING

2.1 JNV is desirous of engaging the services of the Agency for the purpose of supplying Personnel to work in JNV, as specifically detailed in Schedule 1 (tentative list – final number may increase or decrease as per actual), and the Agency has agreed to such engagement for providing the services, in lieu of a Consideration to be paid by JNV, which is mutually agreed to between the Parties and in accordance with the terms of this Agreement.

2.2 JNV hereby agrees to pay to the Agency, the Consideration, in the manner and as per the timelines as detailed under this Agreement.

2.3 Intents in connection with this Agreement, for utilizing the services of personnel / manpower through the agency on need basis in JNVs, the agency shall be the employer of the personnel deployed in JNVs and personnel deployed through the agency shall have no relation of an employee/ employer with JNVs. Further, personnel shall not have any claim for regularization/employment against JNVs.

3. TERMS AND CONDITIONS

1. It is agreed between the Parties that with regard to adherence to the matters of service terms and conditions, the deployed Personnel shall be directly under the supervision, control and employment of the Agency, and in respect of work, they will be under the supervision of JNV on functional basis. It is specifically agreed between the Parties that such Personnel shall not have any claim against JNV for employment or regularization of their services against any temporary/permanent posts in JNV, by virtue of being deployed by the Agency to provide service in JNV.

2. The Agency agrees and undertakes that it shall, at its own cost, take comprehensive insurance cover with respect to the performance of work under this Agreement, and shall at all times comply with the statutory provisions of the relevant Applicable Law in force. Failure to maintain the insurance coverage shall be deemed a material breach of this Agreement and in such events, JNV shall have the right to terminate the Agreement

3. The Agency shall deposit a performance security deposit (hereinafter referred to as “PSD”) @ 10% (ten percent) of the contract value, in the form of Bank Guarantee, drawn in favour the JNV, covering the period of contract and _____ () months thereafter. The PSD (performance security deposit) will be returned to the Agency after successful completion of the Term of the Agreement. However, in case of material breach or short comings in performance of its obligations (as contemplated in this Agreement) by the Agency, partial or entire amount of the PSD may be forfeited, depending upon the extent of the breach or default in performance of obligations.
4. The Parties herein agree that the Agency shall supply the manpower within 7 days of receipt of written requisition raised by the JNV. Further, the requirement for the number of Personnel can be increased or decreased by JNV at any time during the Term, by giving the Agency, a written notice of 7 days to that effect.
5. It shall be the duty of the Agency to deploy necessary Personnel as required by JNV, from time to time. For the purpose of clarity, the Agency shall ensure that deployment of the Personnel shall be in such a manner that at no point during the Term of this Agreement, there shall be any position vacant/unfilled. In the event, any of the deployed Personnel becomes unavailable due to resignation, sickness or other factors outside the control of JNV, the Agency shall be responsible for timely provision of adequately qualified replacements within a period of 2 days. Further, the Agency undertakes to provide a substitute well in advance, if there is any probability of any of the deployed Personnel leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
6. The Agency shall ensure that the personnel supplied by it shall not have any adverse Police records/criminal cases against them. A certificate from the District Magistrate concerned is to be provided to JNV. Prior to recommending and deploying the personnel in JNV, the Agency shall make adequate enquiries about the character and antecedents of the Personnel. Further, the Agency shall ensure that such Personnel are medically fit and shall provide to JNV, a certificate of their medical fitness.
7. The Agency shall ensure that the deployed Personnel are trained and competent professionals for their respective jobs. The Agency agrees to forthwith withdraw Personnel who are not found suitable by JNV for any reason, upon receipt of such a request from JNV, and arrange a suitable replacement for the same immediately.

8. 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 JNV. Further, the Agency shall give due consideration to the candidates recommended by JNV and the same will be given first preference.
9. JNVs 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 as provided in Schedule 2 attached hereto, and the Agency shall be directly held liable for any and all the acts of indiscipline of the Personnel. In the event, JNV suffers any loss or damage on account of negligence, default, willful misconduct or theft on the part of any of the deployed personnel, the Agency shall be liable to indemnify JNV for the same.
10. It is agreed between the Parties that the functional control over the deployed Personnel shall at all times during the Term of this Agreement, rest with JNV.
11. JNV shall be the final judge of the quality of the work and the satisfaction of the standards in respect to this Agreement. JNV 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.
12. The Agency shall issue and make available to every Personnel, their essentials, including without limitation, photo ID cards, Employee's State Insurance (ESI) cards, badges, uniforms, shoes.
13. The Agency shall ensure that the deployed Personnel shall not be below the age of eighteen (18) years and above the age of forty five (45) years. In case of ex-JNV employee or compassionate case, School may permit personnel aged beyond 45 years.
14. The Agency shall keep itself available for being contacted by JNV, at all reasonable hours, Any communication made via, including without limitation, text messages, WhatsApp messages, phone calls, internet calls, e-mails, messages from special messenger, by JNV shall

be acknowledged immediately, on the same day, upon its receipt.

15. Any discrepancies or disputes arising out on account of non-adherence to Applicable Laws and labour laws would be the responsibility of the Agency solely, and JNV shall not be held responsible for the same.

4. PAYMENT TO THE DEPLOYED PERSONNEL

- 4.1 It is agreed between the Parties that it shall be wholly and exclusively the responsibility of the Agency to remit the payment/wages of the deployed Personnel by 5th of every month, in their respective bank accounts. The Agency shall produce before JNV, the proof of the credited amount, before raising the next bill. Further, the Agency must give payment/wage slips to the deployed Personnel on a monthly basis and EPF statement on a quarterly basis. The payment to agency will be released subject to production of certificate given by the officer In-Charge and production of documentary evidence towards E.P.F., ESI and Service tax of its staff for the **previous month**. Tax if any shall be deducted at source as per the relevant Act.
- 4.2 That the agency will be wholly and exclusively responsible to comply with the all statutory obligations under all related legislations as applicable from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and (JNV _____) shall not incur any liability for any expenditure whatsoever on the persons deployed by the agency on account of any obligation/ breach / deviation of the obligation. The Agency will comply with all statutory provisions of law, rules and regulations in force and shall keep informed JNV _____ regarding the amendment in the relevant Laws from time to time.
- 4.3 Additionally, the Agency shall be required to provide the proof of depositing the particulars of statutory deduction of EPF & ESI of the deployed Personnel to the Principal of the JNV concerned for record and future reference. The Agency shall at all times comply with all statutory provisions of Applicable Laws and keep JNV informed about any amendment in same, from time to time.
- 4.4 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.
- 4.5 In the event, the Agency defaults in timely payment of the payment/wages of the deployed

Personnel , JNV 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, JNV 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. JNV has the right to terminate the agreement for breach of the terms & conditions of the agreement. Further, appropriate action / Legal action can be initiated against the agency. Cost / expenditure incurred therein shall be recovered from the security deposit.

- 4.6 That if any amount is reportedly payable by the agency towards, wages, allowances and statutory dues in respect of personnel or any loss to (JNV _____) property, the same shall be adjusted after verification/Confirmation from the Performance guarantee /security deposit / EMD / future payment with intimation. (JNV _____) reserves the right to terminate the agreement without notice, if the services offered are not as per agreement.
- 4.7 JNV 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.
- 4.8 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 JNV shall at no time, be held liable for the same. Further, JNV shall not pay for any transportation, food, medical and other personal requirements in respect of any of the deployed Personnel.
- 4.9 The Agency shall ensure that the deployed Personnel shall at no time claim any benefit/ compensation / absorption/ regularization of services from JNV 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 an undertaking to this effect by the deployed Personnel, and shall submit the same to JNV immediately upon deployment of such personnel.
- 4.10 The Agency shall ensure that the deployed Personnel shall not divulge or disclose to any person, any details of office confidential knowledge or information of the of JNV, including operational process, technical know-how, security arrangements, administrative /

organizational matters, and any and all other organizational secrets or practices and procedures which is not publicly available thereby making it of confidential/secret nature (“**Confidential Information**”). If any loss is plunged to JNV due to divulge/disclosure of such Confidential Information by any of the deployed Personnel, the Agency shall take responsibility for the same and indemnify JNV for the loss incurred by it due to such divulgence of Confidential Information.

- 4.11 The Consideration payable to the Agency will be released, subject to 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**. Tax if any shall be deducted at source as per the relevant Act.

5. CONSIDERATION/ TERMS OF PAYMENT

- 5.1 It is agreed between the Parties that in lieu of the services of manpower outsourcing provided by the Agency, JNV shall pay the Agency _____ (referred to as the “**Consideration**”), which shall be inclusive of applicable taxes. The daily wages rates will be minimum wages fixed by The Govt. of India or Minimum wages of concerned state- whichever is higher of these. **Minimum wages for “ Industrial workers employed in building operations sector /Specially mentioned categories like Sweeping & Cleaning and Watch and Wards (with out arms) will be treated at par with the other outsourced personnel engaged for JNVs.** Payments to the agency will be released for the **outsourced personnel attached @Wages for 26 days (in a month) as per rates prescribed by Government notification State / Central whichever is higher.**
- 5.2 JNV shall make payment of the Consideration to the Agency, through electronic transfer i.e. PFMS on a monthly basis, on submission of bill (in duplicate) in this regard along with proofs of deposit of contribution of workers as regards EPF, ESI and Service tax etc. TDS shall be applicable as per existing rate. Bills are to be submitted for the service period covering the period from **25th of previous month to 24th of current month** (of previous month till 24thof the current month on 25thof every month), so as to process the payment to the party in the same month.
- 5.3 Payments to the agency would be strictly on certification by the **Office in-charge i.e.OS/UDC may certify** 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.

6. TERM, TERMINATION AND ITS CONSEQUENCES

- 6.1 This Agreement shall take effect on the date of its execution and shall remain in full force and effect for a term of **10 months**, unless terminated earlier in accordance with clause 6.2 and 6.3 herein below (hereinafter referred to as the “**Term**”). This Agreement may be renewed for a further period based on mutually agreed terms and conditions between the Parties *vide* a written agreement or an addendum between the Parties.
- 6.2 This Agreement may be terminated by a unanimous written Agreement between the Parties.
- 6.3 Further, JNV may terminate the Agreement upon happening of any of the following events:
- 6.3.1 Notwithstanding anything contained in this Agreement, JNV shall at any time terminate this Agreement, without any notice, in respect of serious issue related to the safety & security of inmates of JNV.
- 6.3.2 Notwithstanding anything contained in this Agreement, JNV shall at any time terminate this Agreement, without assigning any reasons thereof, by giving 30 days’ prior written notice to the Agency expressing its intention to do so.
- 6.3.3 Notwithstanding anything contained in this Agreement, should the Agency fail to perform any of its obligations contemplated In this Agreement, within the time and in the manner herein provided, or otherwise commit a material breach of any of its obligations provided in this Agreement, JNV may terminate this Agreement by giving the Agency a prior written notice, informing it about the breach or non-performance, and calling upon the Agency to cure such breach or non-performance within 15 days from the date of receipt of the notice, and the same remains uncured for the abovesaid notice period.
- 6.3.4 JNV shall forthwith terminate this Agreement without issuing any notice, if the services offered by the Agency are not in accordance with the terms of this Agreement.
- 6.4 Consequences of termination
- 6.4.1 Upon the expiry of the Term of the Agreement, the Agency shall withdraw all its personnel and clear its accounts with such deployed Personnel, by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same. Between the personnel and agency, if any dispute exists, agency has to settle but not the JNV/RO

6.4.2 In the event of termination of the Agreement for reasons specified in clause 6.3.1, 6.3.2, 6.3.3 or 6.3.4 the PSD deposited by the Agency shall be forfeited.

6.4.3 Upon termination of Agreement, the deployed Personnel/the Agency shall promptly deliver to JNV, all copies and embodiments, in whatever form, of Confidential Information and all other materials containing any proprietary information of JNV, which is in possession or control of the Agency, no matter where such material is located.

In the event, if any dispute arises out of the terms and conditions contemplated in the Agreement, such dispute shall be referred to the Deputy Commissioner (Navodaya Vidyalaya Samiti, Regional Office _____ completed address _____), whose decision shall be binding on both the parties. In respect of dispute at JNV, DC,RO's decision is final

That if any amount is reportedly payable by the agency towards, wages, allowances and statutory dues in respect of personnel or any loss to JNV _____ name _____ moveable/immovable property, the same shall be adjusted after verification/Confirmation from the Performance guarantee /security deposit / EMD / future payment with intimation. JNV _____ name _____ reserves the right to terminate the Contract without notice, if the services offered are not as per Contract. .

7. INDEMNITY

7.1 The Agency agrees to indemnify, defend and hold harmless JNV and its affiliates, and its directors, officers, employees, agents, successors and assigns from and against all liabilities, losses, damages and costs (including reasonable attorneys' fees) it may suffer as the result of third party claims, demands, actions, suits or judgments against it resulting from or arising out of: (a) the negligence, recklessness or wilful misconduct on the part of the Agency; (b) the failure by the Agency to comply with Applicable Laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and/or (c) breach of any provision of this Agreement, or against any costs, claims, proceedings in connection with the services rendered by the Agency; and/or (d) wrongful conduct of the deployed Personnel.

7.2 In addition to the above mentioned, the Agency shall reimburse JNV or pay to JNV forthwith on demand, without protest or demur, all costs, charges and expenses and losses and damages otherwise incurred by JNV in consequence of any claims, demands and actions which may be brought against the JNV arising out of or incidental to or in connection with the operation covered by the Agency.

8. MISCELLANEOUS

JURISDICTION

- 8.1 Governing Law: This Agreement shall be governed by and construed in accordance with laws of India (without reference to the rules of conflict of laws thereof). The Courts of competent jurisdiction at concerned district court i.r.o. the JNV shall have the exclusive jurisdiction to try dispute arising out in connection with this Agreement.

ARBITRATION & CONCILIATION

- 8.2 Arbitration and Conciliation: If any claim, dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement, including any question regarding its existence, validity or termination of the execution of this Agreement, whether before or after the termination, abandonment or breach of this Agreement (“**Dispute**”), the Parties shall seek to resolve any such dispute or difference by mutual consultation and negotiation in good faith. In the event, the Parties are unable to, within ten (10) days, reach a resolution, such Dispute shall be settled by binding arbitration pursuant to clause below.

The Dispute shall be referred to final and binding arbitration under the Arbitration and Conciliation Act, 1996, India. Such arbitration shall be held in concerned Regional Office which have the administrative jurisdiction over the concerned JNV where the dispute has arisen. All proceedings of such arbitration shall be in English language. A sole arbitrator shall be mutually appointed by the Parties. The award pronounced by the arbitrator shall be final, conclusive and binding upon the Parties.

- 8.3 Interim Relief: Notwithstanding any other provision of this Agreement, any Party shall be entitled to seek injunctive or other provisional relief from the court of competent jurisdiction at concerned district court i.r.o. the JNV pending the final decision or award of the arbitrator(s).
- 8.4 Severability: If one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement, and the remaining provisions of this Agreement shall be given full force and effect.

- 8.5 Waiver: Failure of the JNV to exercise promptly any option or right granted, or to require strict performance of any obligation herein imposed shall not be deemed to be a waiver of such rights or of the right to demand subsequent performance of any and all obligations herein imposed.
- 8.6 Notice: Notice to the Parties shall be in writing and shall be sent at the addresses first hereinabove mentioned. In case, there is any change in the addresses of a Party, the same e-mail shall be communicated immediately (not later than 7 days) to the other Parties, failing which any notice sent to the earlier address of the said Parties shall be deemed to be valid service of such notice. All correspondents will be made through e-mail, which is communicated by the agency.
- 8.7 Prior Arrangements: This Agreement supersedes and cancels any and all other prior agreements between the Parties, oral or written, express or implied, with respect to the subject matter hereof. This Agreement subject to the terms and conditions mentioned herein sets forth the entire agreement between the Parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the Parties hereto.
- 8.8 Amendment: No amendments and/or modifications to this Agreement shall be valid unless executed in writing and signed by both of the Parties mutually.
- 8.9 Counterparts: This Agreement and any document to be provided under this Agreement may be executed in two (2) counterparts, each of which shall be deemed as an original, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first above written.

 SIGNED & DELIVERED by and on behalf of within named 'JNV'

Name: _____

Designation: Principal

 SIGNED & DELIVERED by the within named 'Agency'

Name: _____

WITNESS:

1.

2.

SCHEDULE 1**Details of Personnel Required By JNV****(To be filled by JNV -----)****(This is a tentative list and actual number may increase or decrease as per requirement)**

Sl.No	Manpower engaged for	Category	Tentative requirement
A	B	C	D
1	Assistance for cooking	01. Unskilled (exp- less than 05 years) 02. Semi Skilled – (Exp. More than 05 years)	
2	Cooking	Skilled	
3	House Keeping (Lady / Gents)	Sweeping and Cleaning rates in Minimum wages order	
4	Security personnel without arms (Separate tender to be floated)	Watch and Ward duties without arms, rates in Minimum wages order	
5	Electrical & plumbing	Skilled	
6	Gardening	Unskilled	
7	Multi-tasking Staff	Unskilled	
8.	Clerical work	Skilled / Clerical	

SCHEDULE 2

Code of Conduct for Personnel Engaged

JNV is responsible for providing a safe and secure workplace and strives to ensure that all individuals associated with the JNV are treated in a respectful and fair manner. Though it is not possible to list out all forms of behaviour that are unacceptable and the characteristics expected from the engaged personnel at the workplace, the following are examples of behaviour in terms of **do's & don't's**:

Do's	Don't's:
<ul style="list-style-type: none"> • Every personnel engaged in JNV (residential set up) will have to maintain high level of character attributes. • Every personnel engaged will not have any kind of direct communication with any student or inmate in or outside Vidyalaya premises, except for the specific duty requirement compel for. • Every personnel will maintain personal and work hygiene, specially personnel engaged in JNV Mess. • Only in emergency cases visitor of the personnel engaged will be allowed with the permission of JNV administration. • Every personnel shall be devoted to his/ her duty and shall maintain absolute integrity, discipline, impartiality and a sense of propriety. • While on duty the personnel engaged will wear uniform. • No personnel shall behave in a manner which is against the high level of character attributes or derogatory to the prestige of the JNV. • No personnel shall act in a manner which will place his/ her official position under any kind of embarrassment. • The personnel engaged will be polite with staff and other stake holders. 	<ul style="list-style-type: none"> • Immoral or indecent conduct. • Violation of a safety & security norms of the Vidyalaya. • Conviction of a felony. Conviction of a misdemeanour involving moral turpitude. • Violation of local, state, or federal law which causes unfavourable publicity to the JNV, impairs the credibility of the employee to perform the employee's job or is otherwise connected to JNV employment. • Any other act / omission causing nuisance to others. • Theft or inappropriate removal or dispossession of JNVs property / wilful destruction of JNVs property or the property of a fellow employee. • Excessive Absenteeism and inattentiveness towards assigned work & duties including failure to report for work on time. • Quitting work before working hours or leaving assigned work area, building, or project during working hours without authorization from appropriate supervisor. • Unauthorized disclosure of confidential information of JNV. • Falsifying JNV records or reports, including one's time records or the time records of another employee. • Smoking in the JNV Premises. Possession, distribution, sale, transfer or use of tobacco/ alcohol /illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment. • Confidential matters relating to the JNV should not be divulged to anyone. • Fighting or threatening violence in the

<ul style="list-style-type: none"> • Permitted to leave the campus only after handing over the charge to the next incumbent personnel. 	<p>workplace which may include.</p> <ul style="list-style-type: none"> ○ Causing physical injury to another person. ○ Making threats of any kind. ○ Aggressive, hostile or violent behaviour, ○ Other behaviour which suggests a propensity toward violence, which may include belligerent speech, excessive arguing or swearing, or a demonstrated pattern of refusing to follow NVS policies and procedures, etc. <ul style="list-style-type: none"> • Possession of a weapon illegally. Gambling, lottery, or any other game of chances in the JNVs premises. • Posting unauthorized materials on walls/ bulletin boards/ through social media/internet; defacing the image of the JNV.
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Compliance of labour laws

01. Payment of Wages Act, 1936

This act ensures that workers must get wages/salaries on time and without any unauthorised deductions. Section 6 of the Wages Act 1936 says that workers must be paid in money rather than in kind.

02. Minimum Wages Act, 1948

This act ensures minimum wage/salary to workers of different economic sectors. State and Central governments have the power to decide wages according to the kind of work and location. Work conditions including Number of hours which shall constitute a working day, number of working days in a week and rest day etc. have also been defined.

03. Employees Provident Fund Act 1952

Employees Provident Fund (EPF) is a scheme in which retirement benefits are accumulated. Under the scheme, an employee has to pay a certain contribution towards the scheme and an equal contribution is paid by the employer. The EPF scheme mandatorily applies to all the establishments that have employed a minimum of 20 people. Even if the employee strength of a registered establishment falls below the requisite number, the rules or regulations of the act will continue to apply to it.

04. Employees' State Insurance Act 1948

The Employees' State Insurance Act, 1948 (the ESI Act) is a social welfare legislation enacted with the objective of providing certain benefits to employees in case of sickness, maternity and employment injury. In terms of the provisions of the ESI Act, the eligible employees will receive medical relief, cash benefits, maternity benefits, pension to dependants of deceased workers and compensation for fatal or other injuries and diseases. It is applicable to establishments where 10 or more persons are employed. All employees, including casual, temporary or contract employees drawing wages less than Rs 15,000 per month, are covered under the ESI Act.

E.S.I. Scheme being contributory in nature, all the employees in the factories or establishments to which the Act applies shall be insured in a manner provided by the Act. The contribution payable to the Corporation in respect of an employee shall comprise of employer's contribution and employee's contribution at a specified rate. The rates are revised from time to time. Currently, the employee's contribution rate (w.e.f. 01.07.2019) is 0.75% of the wages and that of employer's is 3.25% of the wages paid/payable in respect of the employees in every wage period. Employees in receipt of a daily average wage upto Rs.137/- are exempted from payment of contribution. Employers will however contribute their own share in respect of these employees.

Sample format for bill raising by Agency

Sample format for bill raising by Agency

Sr. No	Descriptions	Personnel No. 01	Personnel No. 02
	Name of the Personnel		
	Engaged in JNV for (mention the nature of work)		
	Category (Skilled / Semi Skilled / Un skilled)		
	Number of days of engagement in month		
	Number of weekly off provided		
	Minimum wages , as per Government notification State / Central whichever is higher		
	Wages for number of days of engagement		
	Any other allowance / payment		
A	Total wages as above		
	Account number of employee in which payment is made		
	Statutory		
	EPF @ as applicable on Gross earnings		
	PF (UAN) Number of the personnel		
	ESI @ as applicable on Gross earnings .		
	ESI (IP) Number of the personnel		
	Any other statutory requirement payment		
B	Sub Total B		
C	Sub Total A + B		
D	Service Charges on C (% As approved by PAC)		
E	SGST @ as applicable		
F	CGST @ as applicable		
G	Cost of the deployment (C +D + E+ F)		

Note -

01. The rates are subject to be revised as and when there will be increase in Min wages or any statutory as per Government notification.
02. The rates quoted are as per spread of school location falling in respective zones of central Minimum wages .
03. The agency would deduct the employee contribution towards EPF and ESI as applicable and deposit the same to the agency / Department without fail every month .
04. The service charges should include the cost of all overheads
05. The agency will submit proof of payment of PF and ESI contribution deposit in respect of personnel engaged, with wages bill
06. The agency will made available ESI cards to personnel engaged in prescribed time
07. The JNV may desire any other document to verify compliance of labour laws
08. The payment to agency will be released subject to production of certificate given by the Officer In-Charge and production of documentary evidence towards E.P.F./ESI/Service tax of its staff for the **previous month.**
09. The agency should provide the monthly salary/wages slip to the outsourced personnel.
10. Tax if any shall be deducted at source as per the relevant Act.

General instructions for Vidyalaya –

01. Agreement with the agency will be signed at Vidyalaya level on the rates (Service charge) approved by RO / Cluster.
02. Being Principal employer, it will be ensured by the concerned NVS Units that labour laws and welfare measures are being followed by these agencies.
03. Performance security as mentioned in the agreement, shall be ensured with due date. Only after the same, work order will be issued.
04. Any shortcoming or substandard services shall be reported in writing to the agency.
05. Regarding service conditions, no direct communication by JNV shall be made with the personnel engaged. The same if any, are to be settled by the Agency.
06. Number of persons to be engaged shall be approved by Cluster I/C AC (in writing).
07. As being principal employer, the JNV will ensure the following at the time of processing the bill -

I.	The rates are subject to be revised as and when there will be increase in Min wages or any statutory as per Government notification.
II.	The rates are quoted are as per spread of school location falling in respective zones of central Minimum wages .
III.	The agency would deduct the employee contribution towards EPF and ESI as applicable and deposit the same .
IV.	The service charges should include the cost of all overheads
V.	The agency will submit proof of payment of PF and ESI contribution deposit in respect of personnel engaged, with wages bill
VI.	The agency will made available ESI cards to personnel engaged in prescribed time
VII.	Any other document, to verify compliance of labour law
VIII.	The payment to agency will be released subject to production of certificate given by the Officer In-Charge and production of documentary evidence towards E.P.F./ESI/Service tax of its staff for the previous month .
IX.	Tax if any shall be deducted at source as per the relevant Act.

ANNEXURES



F.No. 54/2016-NVS (SA) / 1577

September 10, 2020

To

Good Text

The Deputy Commissioner,
Navodaya Vidyalaya Samiti,
All Regional Offices

Sub. - Outsourcing of casual labour / contract labour services - reg.

Sir / Madam,

In continuation to this office letter No. 1-11/2015-NVS (Estt.) dated 23rd October, 2015 directing for outsourcing of services of Chowkidar & Sweeper in JNVs (copy attached), it is further directed that all casual labour / contract labour (skilled / semi skilled / unskilled) to be engaged in physical labour work shall be outsourced. All these services in future are to be arranged through registered manpower supplying agency, which follow all regulations related to labour laws and welfare measures.

However, as Jawahar Navodaya Vidyalaya will remain the principal employer, it is the duty of JNV to verify with the documentary evidences submitted by the manpower agency that all statutory requirements / labour laws / welfare laws are being followed. The work order / contract with the manpower agency shall specifically mention that all relevant labour laws will be taken care of by the agency and any penalty / claim / compensation directly, incidental or ancillary to engagement of labour will be born by agency only. If in any case principal employer has to pay the penalty / claim / compensation the agency will reimburse the same to JNV. Character verification of the labourers engaged shall also be carried out.

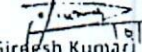
These manpower supply agencies are to be selected by following relevant G.P provisions and NVS instructions. All exercise related to selection of manpower agency shall be completed up to the 20th October, 2020. After this date, if any labourer is engaged directly by the JNV, the Principal concerned will be held responsible for consequences arising out of engagement.

A compliance report in this regard is to be submitted by 20th October, 2020.

This issues with the approval of the Competent Authority

For Assistant

Yours faithfully


(Girish Kumar)

Assistant Commissioner (SA)



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Fax No. 0120-2405922
PH: 0120-2405924



NAVODAYA VIDYALAYA SAMITI
(An Autonomous Organization under Ministry of HRD)
Department of School Education and Literacy),
Government of India
B-15, Institutional Area, Sector-62,
Noida, District Gautam Budh Nagar,
Uttar Pradesh - 201 309

NO.F.1-11/2015-NVS (Estt.!))

October 23, 2015

To

The Deputy Commissioner,
Navodaya Vidyalaya Samiti,
All Regional Offices

Subject: Outsourcing of services of Chowkidar &
Sweeper in JNVs- reg.

Sir,

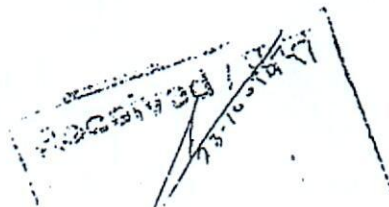
While sanctioning the creation / continuation of various posts in Jawahar Navodaya Vidyalayas under each Regional Office, Commissioner, NVS is of the view that in respect of Chowkidar and Sweeper, it would be better to obtain the services through outsourcing as it is being done in NVS (Hqrs.) by following the guidelines of GFR. Necessary action in this regard may be initiated at your end under intimation to this office.

Yours faithfully,

[Signature] 23.10.2015

[B.C. Panda]
Assistant Commissioner [Estt.]

o/c



नवोदय विद्यालय समिति
मानव संसाधन विकास मंत्रालय
स्कूल शिक्षा और साक्षरता विभाग
भारत सरकार
ब्लॉक-15, इंद्रप्रकाश एरिया, इंदौर-62, मध्य प्रदेश - 491001
दूर 0120-2405969,70,71,72,73 फैक्स : 0120-2405182



Navodaya Vidyalaya Samiti

Ministry of Human Resource Development

Deptt. of School Education & Literacy

Govt. of India

B-15, Institutional Area, Sector-62, NOIDA, Gautam Budh Nagar, Uttar Pradesh-201309

Tel. 0120-2405969,70,71,72,73 Fax : 0120-2405182

वेबसाइट/ Website : www.navodaya.nic.in. navodaya.gov.in

No.F.5-4/2016-NVS(SA) / 1143

July 8, 2020

To

The Deputy Commissioner
Navodaya Vidyalaya Samiti
(All Regional Offices)

Sub:- Payment of minimum wages.

Ref:- This office e.mail dated 03.01.2020

Sir/Madam,

Kindly refer to this office e.mail dated 3-1-2020 regarding payment of at least minimum wages to all contract / daily wage / casual workers engaged in JNVs. Samiti vide circular dated 14.01.2006 had instructed that minimum wages as applicable in a particular State / District should be paid to the casual workers of Navodaya Vidyalaya Samiti. The same instructions have been reiterated vide circular dated 16.11.2016, with further expanding that wages will be paid at the rates fixed by central Govt. or State Govt./ UT from time to time, whichever is higher. NVS / all JNVs are bound with the Govt. of India statutory provisions.

In this regard, complaints are being received that these provisions are not being followed in some of the JNVs in true spirit. If any deviation from the given instructions of NVS is noticed, action, as deemed fit under the rules, shall be taken against the defaulters.

In view of the above, you are requested to submit a compliance report that instructions regarding payment of minimum wages are being followed in all JNVs. This may be accorded priority. The report is to be submitted on or before **20-7-2020**.

This is issued as per the directions of competent authority.

Yours faithfully,

TSC/11/20
o/c

13/7/20

V. Bajpai

Assistant Commissioner (SA)

नवोदय विद्यालय समिति
मानव संसाधन विकास मंत्रालय
स्कूल शिक्षा और साक्षरता विभाग
भारत सरकार
चं-15, इंदिरापुरात रूिवा, ईस्ट-62, नोएडा, गौतम बुद्ध नगर, उत्तर प्रदेश - 201309
टेल. 0120-2405969,70,71,72,73 फेक्स : 0120-2405182



Navodaya Vidyalaya Samiti

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वेबसाइट/ Website : www.navodaya.nic.in, navodaya.gov.in

File No. 1-2/2019/NVS (SA)/ 159

May 23, 2019

To

The Deputy Commissioner,
Navodaya Vidyalaya Samiti,
All Regional Offices.

Sub. - Engagement of two Sweepers (one Male and one Female) on daily wage basis in JNVs - reg.

Sir,

Reference is invited to this office letter of even number dated 01.02.2019 conveying the approval to engage two sweepers (one male and one female) on daily wage basis as per need in JNVs till closing of the Vidyalaya for summer vacation of this year.

In this regard, it is to inform you that the Executive Committee of NVS in its XXXVI meeting held on 06.03.2019 has accorded approval for further engagement of two Sweepers (one Male and one Female) on daily wage basis as per need in JNVs for maximum nine months in a year after summer vacation in 2019. All other instructions in this regard as contained in above referred letter dated 01.02.2019 will remain unchanged.

This letter is issued with the approval of Competent Authority.

Yours faithfully

V. Bajpai

(V. Bajpai)

Assistant Commissioner (SA)

RECEIVED
23-05-19



NAVODAYA VIDYALAYA SAMITI
(An Autonomous Organization Under Ministry of
HRD, Department of Secondary & Higher Education),
Government of India
A-20, Kailash Colony,
New Delhi - 110046

Fax: 29244151
Ph: 29244152-55,58

F.No. 1-17/2001-NVS (Estt.)

Dated: 11-04-2007

To

The Deputy Commissioner
Navodaya Vidyalaya Samiti
All Regional Offices
of the Samiti.

1/63
16/4/07

Sub: No. of casual workers in the Vidyalaya mess.

Sir/Madam,

Above mentioned issue was discussed in the meeting of Deputy Commissioner's held on 19/20 January, 2007 and it was agreed that one additional casual worker may be provided for vidyalaya mess for every 60 students. Therefore, the deployment of mess helpers in JNVs would be as under:

- One Mess Helper to all JNVs at class VI level.
- Second Mess Helper to all JNVs on having enrolment of 200 students.
- One additional Casual Worker for vidyalaya mess for every 60 students thereafter.

As per above, a full-fledged JNV having 560 students will have 8 Mess Helpers (2 Regular and 6 Casual Workers).

It is also likely that implementation of above norms may lead retrenchment of some casual workers already working in JNVs. You are requested to intimate the likely numbers of such casual workers and also the possibilities of re-engaging them in nearby JNVs. You are requested to submit your comments regarding implementation of above norms latest by 15-04-2007 so that a decision may be taken to implement these norms for engagement of casual workers in vidyalaya mess.

Yours faithfully,

नवोदय विद्यालय समिति
मानव संसाधन विकास मंत्रालय
स्कूल शिक्षा और साक्षरता विभाग
भारत सरकार
के-15, इंस्टीटुशनल एरिया, सेक्टर-62, खोडा, गुस्ताम बुधु नगर, उत्तर प्रदेश-201309
टेल. 0120 2405969 70 71 72 73 फैक्स 0120-2405182



Navodaya Vidyalaya Samiti
Ministry of Human Resource Development
Deptt. of School Education & Literacy
Govt. of India
B-15, Institutional Area, Sector-62, XOIDA, Guastam Budh Nagar, Uttar Pradesh 201309
Tel. 0120 2405969 70 71 72 73 Fax 0120 2405182
वेबसाइट Website : www.navodaya.nic.in, navodaya.gov.in

सं.स. 1-2/2019-न.वि.स./वि.प्र/11-18

दिनांक: फरवरी 12, 2019

सेवा में,

उपायुक्त
नवोदय विद्यालय समिति
सभी संभागीय कार्यालय

विषय: ज.न.वि. में कार्यरत चौकीदार सह सफाईकर्मी और चौकीदार की मल्टी टास्किंग स्टाफ (एम.टी.एस) के रूप में नियुक्ति

महोदय/महोदया,

नवोदय विद्यालय समिति, मुख्यालय हाग हाल ही में दिनांक-1 फरवरी, 2019 को दैनिक वेतन के आधार पर पत्येक ज.न.वि. में प्रशासनिक खंड एवं छात्रावास के शौचालयों तथा स्नानागारों की सफाई के लिए दो सफाईकर्मी (एक पुरुष और एक महिला) की नियुक्ति के संबंध में आदेश जारी किया गया था।

यह निर्णय लिया गया है कि सफाई कर्मियों की दैनिक वेतन पर नियुक्ति होने पर चौकीदार सह सफाई कर्मी और चौकीदारों की सेवाएं छात्रावास में छात्रों के शारीरिक कल्याण हेतु वाईन/केयर टेकर के रूप में उपयोग तथा कार्मिक और प्रशिक्षण विभाग (डी.ओ.पी.टी.) के जापन सं. ए.बी-14017/6/2009/स्था. (आर.आर) दिनांक 30 अप्रैल, 2010 के अनुसार इन पदों को एम.टी.एस के रूप में परिवर्तित किया जाए। प्राचार्य, उपलब्ध चौकीदार तथा चौकीदार सह सफाई कर्मियों में से (अधिकतम 2+2), दो वरीष्ठतम चौकीदार/चौकीदार सह सफाईकर्मी को मल्टी टास्किंग स्टाफ की इयूटी पर लड़कों के छात्रावास के केयरटेकर के रूप में तैनात करेंगे। बाकी चौकीदार/चौकीदार सह सफाईकर्मी को परिसर की सामान्य चौकसी एवं देखभाल की इयूटी पर तैनात किया जाएगा। जब तक बाहरी संस्था द्वारा बाह्य श्रोत से सुरक्षाकर्मियों की व्यवस्था न हो जाए, आवश्यकता पड़ने पर अनौपचारिक श्रमिकों की नियुक्ति की जा सकती है। अप्रिय घटनाओं जैसे अशांति आत्महत्या इत्यादि के विरुद्ध शून्य सहनशीलता की नीति के अनुसार इसे तत्काल लागू किया जाएगा।

एम टी एस केयरटेकर के कर्तव्य/उत्तरदायित्व निम्नानुसार होंगे -

1. वह हाउस मास्टर तथा सहायक हाउसमास्टर की सहायता करेंगे।
2. वह सौंपे गये इयूटी के घंटों के दौरान लड़कों के छात्रावास की देखभाल करेंगे।
3. वह हाउस के रख-रखाव, जैसे शयनगृह की स्वच्छता, शौचालय एवं स्नानागार और आस पास के परिवेश को, छात्रों और इयूटी पर तैनात सफाई कर्मी के सक्रिय सांझेदारी से सुनिश्चित करेंगे।
4. वह हाउस के अन्दर किसी आदमी अथवा अनाधिकृत व्यक्ति के प्रवेश को रोकेंगे।

- 5 वह कक्षा की गतिविधियों के दौरान किसी भी छात्र के हाउस में वापस आने पर उसका ध्यान रखेंगे और उससे वापस आने का कारण ज्ञात करने के उपरांत, इसे समय के साथ रिकार्ड करेंगे।
- 6 वह बीमार छात्रों और स्टाफ नर्स के बीच संपर्क स्थापित करेंगे तथा इसकी सूचना हाउस मास्टर और/अथवा प्राचार्य को देंगे।
- 7 वह बीमार छात्रों को समय पर दवा लेने तथा स्टाफ नर्स/चिकित्सा अधिकारी द्वारा निर्धारित सही आहार लेने में सहायता करेंगे।
- 8 वह बीमार छात्रों को आराम पहुँचाने के लिए उन्हें व्यक्तिगत नर्सिंग देखभाल प्रदान करेंगे।
- 9 वह सुनिश्चित करेंगे कि सभी छात्र कक्षा एवं अन्य गतिविधियों में समय पर जा रहे हैं।
- 10 वह समय-समय पर फर्नीचर और चारपाई की जांच करेंगे। विशेष रूप से वे सामान जो माइल्ड स्टेनलेस स्टील से बने हों और यदि कोई सामान क्षतियस्त पाये जाते हैं, जो किसी विद्यार्थी को चोट पहुँचा सकते हों तो वह इसे मरम्मत/प्रतिस्थापन हेतु हाउस मास्टर/प्राचार्य के संज्ञान में लाएंगे।
- 11 वह देखेंगे कि हाउस में कोई भी बिजली के तार/फिटिंग क्षतियस्त न हों।
- 12 वह हाउस में पानी की आपूर्ति की उचित व्यवस्था का ध्यान रखेंगे।
- 13 वह जहाँ तक संभव हो, छात्रों के संपूर्ण देखभाल में हाउस मास्टर की सहायता करेंगे।
- 14 वह समय-समय पर छात्रों से बहुत सौहार्दपूर्ण एवं स्नेहपूर्ण बातचीत द्वारा उनकी व्यक्तिगत आवश्यकताओं तथा समस्याओं को जानेंगे तथा उनके समाधान में छात्रों की सहायता करेंगे।
- 15 वह रात्रि एवं दिन के समय जब छात्र कक्षा में अथवा अन्य गतिविधियों के लिए गए हों, हाउस पर ताला लगायेंगे और कुजियाँ (keys) अपने पास रखेंगे।
- 16 यदि कोई छात्र भावनात्मक रूप से आकुल/परेशान हो अथवा अवसाद आदि से ग्रसित हो तो इसका ध्यान रखने के लिए वह एक तत्पर प्रेक्षक रहेंगे तथा इसे हाउस मास्टर/प्राचार्य के संज्ञान में लाएंगे।
- 17 जैसा कि उपरोक्त वर्णित किया गया है प्राचार्य, चौकीदार सह सफाईकर्मी और चौकीदार को छात्रों के छात्रावास की इयूटी पर तैनात करेंगे और वह भी इस प्रकार से कि वे सौंपे गए कार्य की देखभाल रात-दिन करें।
- 18 इन कर्मचारियों के इयूटी पाली में बदलाव और इयूटी की पाली समाप्ति/शुरूआत पर कर्तव्यभार सौंपने/ग्रहण करने के विवरणों को एक पत्रिका में दर्ज किया जाए।
- 19 मुख्यतः हाउस में छात्रों की देखभाल से संबंधित, प्राचार्य द्वारा सौंपे गए कोई अन्य कार्य।

इन सभी कर्तव्यों के निर्वाह के लिए वह हाउस मास्टर को रिपोर्ट करेंगे। तथापि, सम्पूर्ण उत्तरदायित्व हाउस मास्टर/प्राचार्य का होगा।

इस तत्काल प्रभाव से लागू किया जाए और अनुपालन रिपोर्ट 15 फरवरी 2019 (शुक्रवार) तक अवश्य भेजी जाए।

यह सक्षम प्राधिकारी के अनुमोदन से जारी है।

८६

(वी बाजपेई)

सहायक आयुक्त (वि प्रशा.)

पतिलिपि -

1. प्राचार्य, सभी जवाहर नवोदय विद्यालय - सूचनार्थ।
2. सहायक आयुक्त (आई.टी.), समिति मुख्यालय, नोएडा - इस अनुरोध के साथ कि कृपया इस परिपत्र को समिति की वेबसाइट पर तत्काल अपलोड करें।

नवोदय विद्यालय समिति
मानव संसाधन विकास
मंत्रालय का स्वायत्त संस्थान
स्कूल शिक्षा एवं साक्षरता विभाग,
(भारत सरकार)
बी-15, संस्थानिक क्षेत्र सैक्टर-62,
नोएडा - 201309 (उ.प्र.)



NAVODAYA VIDYALAYA SAMITI
(An Autonomous Organization under
Ministry of HRD)
Dept. of School Education & Literacy,
Govt. of India,
B-15, Sector - 62, Institutional Area,
Noida - 201309 (UP)

F.No.3-9(6)/2018-19/NVS(F&A)/Vol.IV / 173

Dated: 09/01/2019

To

- 1) The Deputy Commissioner
Navodaya Vidyalaya Samiti,
All Regional Office
- 2) Director, NLI(S)
- 3) Principals, All JNVs.

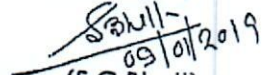
Sub: Public Procurement of Goods and Services - regarding.

Sir/Madam,

I am directed to enclose herewith a copy of letter F.No.29/01/2018-IFD, dated 27.12.2018 received from Director(F), M/HRD, Govt. of India regarding Public Procurement of Goods and Services for strict compliance of all relevant provisions of GFR-2017 and instruction issued on this matter by M/o Finance and CVC time to time.

This issues with the approval of Commissioner, NVS.

Yours faithfully,


09/01/2019
(S.C.Bhatt)

Assistant Commissioner(Audit)

Encls: As above

Copy to:

- 1) Asstt. Commissioner(F&S), NVS HQrs Office, NOIDA.
- 2) AC(IT), NVS HQrs - with a request to upload on the web-site of NVS HQrs.Office

Handwritten: Please circulate to all schools for completion of 4/11/2019

Dated the 27th December 2018

Subject: Public Procurement of Goods and Services-regarding.

2. All the authorities of this Department and its autonomous/statutory Bodies with the financial powers of procuring goods in public interest must exercise utmost care & due diligence in the matter of public procurement and in this connection all the relevant provisions of GFR-2017 alongwith instructions issued on this matter by M/o Finance and CVC from time to time ought to be thoroughly complied with. The procedures for procurement of goods and services have been prescribed under Rules 142-206 of GFR-2017.

3. Some of the provisions mainly relating to GeM and CPP Portal are hereby highlighted in brief, for the sake of bringing clarity:

3.1 The Rule-160 of GFR-2017 makes it mandatory for Ministries/ Departments to receive all bids through e-procurement portal in respect of all procurements. The CPP Portal (Central Public Procurement Portal) is an e-portal where comprehensive end to end e-procurement is carried out by the tender inviting authority i.e., all formalities/requirements relating to bidding/tendering are carried out through the CPPP Portal, like publishing of tender enquiries; online bid submission by the bidders; online bid opening; uploading of bid evaluation results and publication of award of contract etc.

3.2 Another e-procurement portal namely "Government e-Market place (GeM)" has been launched lately for online procurement of common use Goods and Services. The Rule 149 of GFR-2017 inter-alia stipulates that the Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM; the procuring authorities will certify the reasonability of rates; the GeM portal shall be utilized by the Government buyers for direct on-line purchases as follows: i) Up to Rs.50,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period. (ii) Above Rs.50,000/- and up to Rs.30,00,000/- through the GeM Seller having lowest price amongst the available sellers, of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period; (iii) Above Rs.30,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM.

3.3 M/o Finance, D/o Expenditure, vide OM No. 18/3/2017-PPD dt. 25th July 2017 has also stated that an undertaking, as follows, may be given by the Government buyers while making procurement through CPP Portal: "As a Tender Inviting Authority, the undersigned has ensured that the category of goods/services being tendered/procured is not available at this point of time on Government e-Marketplace (GeM). The undersigned have no objection to provide this information to GeM for making available such products/services in GeM"

3.4 Therefore, in nutshell, for the items available on GeM, the procurements have to be made by the Government buyer through GeM. In other cases, the procurements have to be made mandatorily as an e-procurement following the prescribed bidding/tendering processes through CPP portal.

4. All the Bureau Heads of this Department and Heads of its Autonomous Bodies are requested to keep a tight vigil on the procurement cases under their administrative control and ensure strict compliance of all relevant provisions of GFR-2017 & instructions issued on this matter by M/o Finance and CVC from time to time with utmost care & due diligence.

5. This issues requires approval of Secretary (SE&L).



2019

Handwritten signature: Anil Kakria
(Anil Kakria)
Director (F)
Tel: 011-23381844

Bureau Heads of D/S&L and Heads of Its Abs (as per list attached)

Handwritten: AA (SD)

Handwritten: P/ put up 08/11/18

File No.1/20(1)/2020-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 12/10/2020

ORDER

In exercise of the powers conferred by Central Government vide Notification No. S.O. 186(E) dated 19th January, 2017 of the Ministry of Labour and Employment the undersigned hereby revise the rates of Variable Dearness Allowance for the employees employed in **Agriculture** w.e.f. 01.10.2020 on the basis of the average Consumer Price Index for Industrial workers reaching 329.16 from 324 as on 30.06.2020 (Base 2001-100) and thereby resulting in an increase of 5.16 points. The revised Variable Dearness Allowance as under shall be payable from 01.10.2020:-

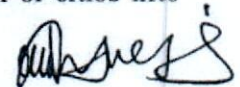
Category of worker	Rates of V.D.A. Area wise per day (in Rupees)		
	'A'	'B'	'C'
Unskilled	74	68	68
Semi-Skilled/Unskilled Supervisory	81	74	68
Skilled/Clerical	88	81	74
Highly Skilled	97	90	81

Therefore, the minimum rates of wages including the basic rates and Variable Dearness Allowance payable w.e.f. 01.10.2020 to the employees working in Agriculture shall be as under:-

Category of worker	Rates of wages including V.D.A. Area wise per day (in Rupees)		
	A	B	C
Unskilled	333+74=407	303+68=371	300+68=368
Semi-Skilled/Unskilled Supervisory	364+81=445	335+74=409	307+68=375
Skilled/Clerical	395+88=483	364+81=445	334+74=408
Highly Skilled	438+97=535	407+90=497	364+81=445

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.



(D.P.S.Negi)

Chief Labour Commissioner(C)

As per list attached.

F.No.1/20(2)/2020-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 12/10/2020

ORDER

In exercise of the powers conferred by Central Government vide Notification No. S.O.2413(E) dated 28th July, 2017 of the Ministry of Labour and Employment the undersigned, hereby, revise the rates of Variable Dearness Allowance on the basis of the average consumer price index number for the preceding period of six months ending on 30.06.2020 reaching 329.16 from 324 (base 2001=100) and thereby resulting in an increase of 5.16 points for **Industrial Workers** as under. This order shall come into force w.e.f. 01.10.2020.

Rates of Variable Dearness Allowance for employees employed in employments in **Gypsum Mines, Barytes Mines, Bauxite Mines, Manganese Mines, China Clay Mines, Kyanite Mines, Copper Mines, Clay Mines, Magnesite Mines, White Clay Mines, Stone Mines, Steatite Mines (including the mines producing Soap Stones and Talc), Ochre Mines, Asbestos Mines, Fire Clay Mines, Chromite Mines, Quartzite Mines, Quartz Mines, Silica Mines, Graphite Mines, Felspar Mines, Laterite Mines, Dolomite Mines, Red Oxide Mines, Wolfram Mines Iron Ore Mines, Granite Mines Rock Phosphate Mines, Hematite Mines, Marble and Calcite Mines, Uranium Mines, Mica Mines, Lignite Mines, Gravel Mines, Slate Mines and Magnetite Mines.**

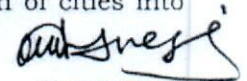
Category of worker	Rates of V.D.A. (in Rs.) per day	
	For work above ground	For work below ground
Unskilled	77	97
Semi-Skilled/Unskilled Supervisory	97	116
Skilled/ Clerical	116	135
Highly Skilled	135	149

Therefore the minimum rates of wages showing the basic rates and Variable Dearness Allowance Payable w.e.f. 01.10.2020 will be as under:-

Category of worker	Rates of wages including V.D.A. (in Rs.) per day	
	For work above ground	For work below ground
Unskilled	350+77=427	437+97=534
Semi-Skilled/Unskilled Supervisory	437+97=534	523+116=639
Skilled/ Clerical	523+116=639	610+135=745
Highly Skilled	610+135=745	683+149=832

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.



(D.P.S. Negi)

Chief Labour Commissioner(C)

As per list attached.

F.No.1/20(3)/2020-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 12/10/2020

ORDER

In exercise of the powers conferred by Central Government vide Notification No. S.O. 188(E) dated 19th January, 2017 of the Ministry of Labour and Employment the undersigned, hereby revise the rates of Variable Dearness Allowance on the basis of the average consumer price index number for the preceding period of six months ending on 30.06.2020 reaching 329.16 from 324 (base 2001 = 100) and thereby resulting in an increase of 5.16 points for **Industrial Workers** as under. This order shall come into force w.e.f. 01.10.2020

The rates of Variable Dearness Allowance for employees employed in **CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE, TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES, WATER SUPPLY LINES AND SEWERAGE PIPE LINES.**

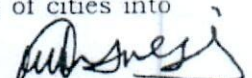
Category of worker	Rates of V.D.A. Area wise per day (in Rupees)		
	A	B	C
Unskilled	116	97	77
Semi-Skilled/Unskilled Supervisory	128	109	90
Skilled/Clerical	140	128	109
Highly Skilled	152	140	128

Therefore the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.10.2020 will be as under :-

Category of worker	Rates of wages including V.D.A. per day (in Rupees)		
	A Area	B Area	C Area
Unskilled	523+116=639	437+97=534	350+77=427
Semi-Skilled/Unskilled Supervisory	579+128=707	494+109=603	410+90=500
Skilled/ Clerical	637+140=777	579+128=707	494+109=603
Highly Skilled	693+152=845	637+140=777	579+128=707

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.



(D.P.S.Negi)

Chief Labour Commissioner(C)

As per list attached.

F.No.1/20(4)/2020-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 12/10/2020

ORDER

In Exercise of the powers conferred by Central Government vide Notification No. S.O. 192(E), dated 19th January, 2017, of the Ministry of Labour & Employment the undersigned, hereby revise the rates of Variable Dearness Allowance on the basis of the Average Consumer Price Index number for the preceding period of six months ending on 30.06.2020 reaching 329.16 from 324 (Base: 2001 = 100) and thereby resulting in an increase of 5.16 points for **Industrial workers** and direct that this order shall come into force w.e.f. 01.10.2020.

RATES OF V.D.A. FOR EMPLOYEES EMPLOYED IN LOADING AND UNLOADING IN (i) GOODS SHEDS, PARCEL OFFICES OF RAILWAYS, (ii) OTHER GOODS-SHEDS, GODOWNS, WAREHOUSES AND OTHER SIMILAR EMPLOYMENTS; (iii) DOCKS AND PORTS; AND (iv) PASSENGERS GOODS AND CARGO CARRIED OUT AT AIRPORTS (BOTH INTERNATIONAL AND DOMESTIC).

Therefore, the minimum rates of wages including the basic rates and Variable Dearness Allowance payable w.e.f. 01.10.2020 to the employees shall be as under:-

AREA	RATES OF V.D.A. PER DAY (IN RS.)
'A'	116
'B'	97
'C'	77

Therefore the minimum rates of wages showing the basic rates and variable Dearness Allowance payable w.e.f. 01.10.2020 shall be as under:-

AREA	RATES OF WAGES PLUS V.D. A. PER DAY			
	Basic Wages (Rs.)		V.D.A. (Rs.)	Total (Rs.)
'A'	523	+	116	= 639
'B'	437	+	97	= 534
'C'	350	+	77	= 427

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.



(D.P.S.Negi)
Chief Labour Commissioner(C)

As per list attached.

No.1/20(5)/2019-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 2/10/2020

ORDER

In exercise of the powers conferred by the Central Government Vide Notification No. S.O.190(E) dated 19th January, 2017 of the Ministry of Labour & Employment, the undersigned hereby revise the rates of Variable Dearness Allowance on the basis of the average consumer price index number for the preceding period of six month ending on 30.06.2020 reaching 329.16 from 324 (Base 2001-100) and thereby resulting in an increase of 5.16 points for **Industrial workers** and direct that this order shall come into force w.e.f. 01.10.2020.

RATES OF V.D.A.FOR EMPLOYEES EMPLOYED IN "Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry Latrines (Prohibition) Act, 1993".


AREA	RATES OF V.D.A. PER DAY (in Rs.)
A	116
B	97
C	77

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.10.2020 shall be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY			Total (Rs.)	
	Basic Wages (Rs.)		V.D.A (Rs.)		
A	523	+	116	=	639
B	437	+	97	=	534
C	350	+	77	=	427

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.



(D.P.S.Negi)

Chief Labour Commissioner(C)

As per list attached.

File No.1/20(6)/2020-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 2/10/2020

ORDER

In exercise of the powers conferred by the Central Government Vide Notification No.S.O.191(E) dated 19th January, 2017 of the Ministry of Labour & Employment, the undersigned hereby revise the rates of Variable Dearness Allowance on the basis average consumer price index number for the preceding period of six month ending on 30.06.2020 reaching 329.16 from 324 (Base 2001 - 100) and thereby resulting in an increase of 5.16 points for **Industrial workers** and direct that this order shall come into force w.e.f. 01.10.2020.

AREA	RATES OF V.D.A. PER DAY (in Rs.)
A	140
B	128
C	109

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.10.2020 to employees employed in **WATCH AND WARD (without arms)** shall be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY		
	Basic Wages (Rs.)	V.D.A (Rs.)	Total (Rs.)
A	637	140	777
B	579	128	707
C	494	109	603

II. RATES OF V.D.A.FOR EMPLOYEES EMPLOYED IN **WATCH AND WARD (with arms)** shall be as under:-

AREA	RATES OF V.D.A. PER DAY (in Rs.)
A	152
B	140
C	128

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.10.2020 to employees employed in **WATCH AND WARD (with arms)** shall be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY		
	Basic Wages (Rs.)	V.D.A (Rs.)	Total (Rs.)
A	693	152	845
B	637	140	777
C	579	128	707

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

(D.P.S.Negi)

Chief Labour Commissioner(C)

As per list attached.

File No.1/20/(7)2019 LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 12/10/2020

ORDER

In exercise of the powers conferred by the Central Government Vide Notification No.S.O.189(E) dated 19th January, 2017 of the Ministry of Labour & Employment, the undersigned hereby revise the rates of Variable Dearness Allowance on the basis average consumer price index number for the preceding period of six month ending on 30.06.2020 reaching 329.16 from 324 (Base 2001 - 100) and thereby resulting in an increase of 5.16 points for **Industrial workers** and direct that this order shall come into force w.e.f. 01.10.2020.

RATES OF V.D.A.FOR EMPLOYEES EMPLOYED IN "STONE MINES" shall be as under:-

Item of work	Rates of Variable Dearness Allowance as on 01-10.2020
1. Excavation & removal of over burden with 50 meters lead/ 1.5 meters lift. *	
(i) Soft Soil	Rs. 80
(ii) Soft Soil with rock	Rs. 117
(ii) Rock	Rs.155
2. Removal and stacking of rejected stones with 50 metres lead/ 1.5 Metres lift. *	Rs.63
3. Stone breaking or Stone Crushing for the Stone size of:-	
1.0 inch to 1.5 inches	Rs. 471
Above 1.5 inches to 3.0 inches	Rs. 403
Above 3.0 inches to 5.0 inches	Rs. 238
Above 5.0 inches	Rs. 196

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12/10/2020

The criteria for selecting the JNV by the concerned regional offices would be as under :-

1. Previous history of JNV based on no. of untoward incidents (deaths, suicides, missing cases) occurred in last 5 years .
2. Previous history of JNV based on no. of cases of student indiscipline (students sneaking out without permission, student unrest, cases of mass protest and vandalism).
3. Location of JNV having physical hazards in nearby areas i.e. river, major canals, water body, big pond, railway track, national highways, dam etc.
4. Where the post of Chowkidar is vacant
5. Where boundary wall is incomplete with no main gate
6. Distance of JNV from distt. Hqrs. & police station.
7. Divided campus.
8. Minimum students strength 400 with highest class XII
9. JNVs located in vicinity of village / Market
10. Poor infrastructure