

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687706877827

Contract Generated Date | अनुबंध तिथि: 16-Nov-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4114156](#)

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Central Government	Designation पद: JSA
Ministry मंत्रालय: Ministry of Health and Family Welfare	Contact No. संपर्क नंबर: -
Department विभाग: Department of Health and Family Welfare	Email ID ईमेल आईडी: nd@cdsco.nic.in
Organisation Name संगठन का नाम: Central Drugs Standard Control Organization (CDSKO) Online	GSTIN जीएसटीआईएन: -
Office Zone कार्यालय क्षेत्र: Central Drugs Standard Control Organization Hq	Address पता: FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: Yes	Role: DDO
Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: JS	Payment Mode भुगतान का तरीका: PFMS
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: AS and FA	Designation पद: Drugs Inspector
	Email ID ईमेल आईडी: dpandey@cdsco.nic.in
	GSTIN जीएसटीआईएन: -
	Address पता: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India

Consignee Details परेषिती विवरण		
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क: - Email ID ईमेल आईडी: nd@cdsco.nic.in GSTIN जीएसटीआईएन: - Address पता: FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India	Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Admin; Data Entry Operator Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Non-IT Technical; Mechanical engineer Manpower Outsourcing Services - Minimum wage - Skilled; Healthcare; Laboratory Assistant/Attendant Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Office Helper Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Multi-tasking Staff

Service Provider Details सेवा प्रदाता विवरण	
GeM Seller ID जेम विक्रेता आईडी: 8988180000099303	Company Name कंपनी का नाम: EAGLE EYE SECURITY & HOUSEKEEPING SERVICE
Contact No. संपर्क नंबर: 09818697272	Email ID ईमेल आईडी: eagleeye955@yahoo.com
Address पता: 662/1, GHATI ROAD, ANAND PARBAT, GHATI ROAD, ANAND PARBAT, KAROL BAGH, South Delhi, DELHI-110025, -	MSME verified एमएसएमई सत्यापित: Yes
MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-DL-01-0003255	MSE Social Category एमएसएमई सामाजिक श्रेणी: General
MSE Gender एमएसएमई लिंग श्रेणी: Male	GSTIN जीएसटीआईएन: 07AABFE7079A1ZO

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Service Details सेवा विवरण	
Service Start Date (latest by) सेवा प्रारंभ दिनांक (नवीनतम): 01-Dec-2023	Service End Date सेवा समाप्ति तिथि: 01-Dec-2024

Category Name श्रेणी नाम: Manpower Outsourcing Services - Minimum wage	
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Billing Cycle | बिलिंग चक्र: monthly

Description विवरण	Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Highly-Skilled	
Type of Function	Admin	
List of Profiles	Data Entry Operator	
Educational Qualification	Graduate	
Specialization	Commerce, Economics, Science, Management (Marketing/Operations/Finance/ General, Engineering (Civil/Mech/Elec./IT /Comp Sc./Electronics/ E&E/Prod/Chem./Biotech)	
Post Graduation	Not Required	
Specialization for PG	Not Applicable	
Experience	0 to 3 Years	

Zipcode	NA	134	3.85
District	NA		
Minimum daily wage (INR) exclusive of GST	875		
Bonus (INR per day)	0		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
Optional Allowances 1 (INR per day)	0		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
ESI (INR per day)	0		
Provident Fund (INR per day)	75		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	12		

Total Amount (Formula) | कुल राशि (सूत्र) :

((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)) *Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)) *Number of working days in a month)/100) *Number of Resources to be hired*Tenure/ Duration of Employment (in months))

Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	48395895.6
Total Addon Value कुल एडऑन मूल्य (INR)	0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	48395895.6

Category Name | श्रेणी नाम : Manpower Outsourcing Services - Minimum wage

Billing Cycle | बिलिंग चक्र : monthly

Description विवरण	Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	2	3.85
Highly-Skilled		
Type of Function		
Non-IT Technical		
List of Profiles		
Mechanical engineer		
Educational Qualification		
Graduate		
Specialization		
Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/E&E/Prod/Chem./Biotech)		
Post Graduation		
Not Required		
Specialization for PG		
Not Applicable		
Experience		
0 to 3 Years		
Zipcode		
NA		
District		
NA		
Minimum daily wage (INR) exclusive of GST		
875		
Bonus (INR per day)		
0		
EDLI (INR per day)		
0		
EPF Admin Charge (INR per day)		
0		
Optional Allowances 1 (INR per day)		
0		
Optional Allowances 2 (INR per day)		
0		
Optional Allowances 3 (INR per day)		
0		
ESI (INR per day)		
0		
Provident Fund (INR per day)		
75		
Number of working days in a month		
26		
Tenure/ Duration of Employment (in months)		
12		

Total Amount (Formula) | कुल राशि (सूत्र) :

((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)) *Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)) *Number of working days in a month)/100) *Number of Resources to be hired*Tenure/ Duration of Employment (in months))

Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	722326.8
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Total Addon Value कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons एडऑन सहित कुल मूल्य (INR)		722326.8	
Additional Details अतिरिक्त जानकारी			
• Designation : Engineer			
Category Name श्रेणी नाम : Manpower Outsourcing Services - Minimum wage			
Billing Cycle बिलिंग चक्र : monthly			
Description विवरण		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Skilled	32	3.85
Type of Function	Healthcare		
List of Profiles	Laboratory Assistant/Attendant		
Educational Qualification	Graduate		
Specialization	Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/ E&E/Prod/Chem./Biotech), Science, Medicine		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	804		
Bonus (INR per day)	22.42		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
Optional Allowances 1 (INR per day)	0		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
ESI (INR per day)	26.11		
Provident Fund (INR per day)	75		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	12		
Total Amount (Formula) कुल राशि (सूत्र) : (((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)) *Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)/100) *Number of Resources to be hired*Tenure/ Duration of Employment (in months))			
Total Value without Addons एडऑन के बिना कुल मूल्य (INR)		11283869.93	
Total Addon Value कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons एडऑन सहित कुल मूल्य (INR)		11283869.93	
Additional Details अतिरिक्त जानकारी			
• Designation : Laboratory Assistant			
Category Name श्रेणी नाम : Manpower Outsourcing Services - Minimum wage			
Billing Cycle बिलिंग चक्र : monthly			
Description विवरण		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Semi-skilled		
Type of Function	Admin		
List of Profiles	Office Helper		
Educational Qualification	Secondary School		
Specialization	Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		

District	NA	24	3.85
Minimum daily wage (INR) exclusive of GST	804		
Bonus (INR per day)	22.42		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
Optional Allowances 1 (INR per day)	0		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
ESI (INR per day)	26.11		
Provident Fund (INR per day)	75		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	12		
Total Amount (Formula) कुल राशि (रु०) :			
<p>((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)/100)*Number of Resources to be hired*Tenure/ Duration of Employment (in months))</p>			
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)		8462902.44	
Total Addon Value कुल ऐडऑन मूल्य (INR)		0	
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)		8462902.44	
Additional Details अतिरिक्त जानकारिया			
• Designation : Office Assistant			
Category Name श्रेणी नाम : Manpower Outsourcing Services - Minimum wage			
Billing Cycle बिलिंग चक्र : monthly			
Description विवरण		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Semi-skilled	4	3.85
Type of Function	Admin		
List of Profiles	Multi-tasking Staff		
Educational Qualification	Secondary School		
Specialization	Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	731		
Bonus (INR per day)	22.42		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
Optional Allowances 1 (INR per day)	0		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
ESI (INR per day)	23.73		
Provident Fund (INR per day)	75		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	12		
Total Amount (Formula) कुल राशि (रु०) :			
<p>((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)/100)*Number of Resources to be hired*Tenure/ Duration of Employment (in months))</p>			
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)		1295854.28	
Total Addon Value कुल ऐडऑन मूल्य (INR)		0	
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)		1295854.28	
Additional Details अतिरिक्त जानकारिया			
• Designation : Multi-Tasking Staff			
Amount of Contract अनुबंध की राशि			

SLA Details | एसएलए विवरण

Service Level Agreement

Manpower Outsourcing Services – Minimum Wage Based

1 Agreement Overview

This is a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Manpower Hiring Agency/Service Provider. The purpose of this Agreement is to facilitate implementation of Manpower Hiring Service at the Buyer's premises, or any other premises approved by the Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless mutually extended by both the parties.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

- I. General terms and conditions for Services; ("GTC")
- II. Service Specific Standard Terms and Conditions ("STC") of the Services contracts shall include the service level agreement (SLA) for the service.
- III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.

The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the scope of work and SLA as enumerated in this document shall be construed to be part of the Contract/Agreement between the Buyer and Service Provider.

2 Objectives and Goals

The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:

- I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- II. Present a clear, concise, and measurable description of services offered to the Buyer
- III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This Agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, permitted assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions.

4 Terms & Conditions:

4.1 Buyer's Obligations:

- i. The Buyer shall provide workspace (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, the Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.
- ii. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labor laws.
- iii. The Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications, and machinery etc., if required.
- iv. The Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.
- v. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.
- vi. TA/ DA shall be payable directly by the Buyer, in case of travel included in the scope of work, on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.
- vii. In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the amount billed by the Service Provider, if no replacement of manpower is provided.
- viii. The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning & justification.
- ix. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.
- x. In case if the Buyer has selected the option in the bid for retention of existing resource/resources of previous service provider, then service provider shall retain those resources. In such cases, the Buyer shall be responsible for ensuring the qualification eligibility of those resources as per the contract requirement. Any extra costs incurred by Service provider for onboarding those resources on their payroll shall be borne by Service Provider. Service Provider shall include any such costs in the service charges quoted by them during the bid participation.

4.2 Service Provider's Obligations:

- i. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.
- ii. The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.
- iii. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 & shall get reimbursed from the buyer.
- iv. The service provider/contractor shall be responsible for paying proportionate gratuity to contract labour who have rendered continuous service as per the provisions of the Payment of Gratuity Act, 1972
- v. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
- vi. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- vii. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
- viii. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
- ix. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.

- x. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- xi. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
 - a. List of persons deployed (monthly)
 - b. Biodata/ resume with antecedents' details (at the time of deployment)
 - c. Copy of Aadhaar Card of the candidates (at the time of deployment)
 - d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 - e. Identity proof and residential proof (at the time of deployment)
 - f. Copy of police verification certificate (at the time of deployment)
 - g. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
 - h. Details of PF Account Number of resources
- xii. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- xiii. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
- xiv. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
- xv. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
- xvi. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.
- xvii. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resources. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
- xviii. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- xix. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
- xx. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
- xxi. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- xxii. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
- xxiii. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
- xxiv. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
- xxv. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.
- xxvi. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- xxvii. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
- xxviii. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.
- xxix. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
- xxx. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- xxxi. The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.
- xxxii. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
- xxxiii. The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.
- xxxiv. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
- xxxv. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
- xxxvi. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

4.3 Special Terms & Conditions:

- i. As per the Contract Labour Regulation and Abolition Act, 1970, the service provider/contractor shall be responsible for ensuring that wages are paid to the contract labour on time. The principal employer/buyer shall ensure that the wages are paid on time to the contract labour by the service provider/contractor. In case the service provider/contractor fails to pay the wages on time or makes short-payment, the principal employer/buyer shall be liable to pay the wages to the contract labour directly and recover the amount from the service provider/contractor.
- ii. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider. An indicative list of central labor laws is provided under Annexure 1.
- iii. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
- iv. As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM.
- v. No advance payment shall be made to the Service Provider.
- vi. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- vii. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.
- viii. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, documentary proofs for PF/ESI/EDLI etc. payments. Non-submission of the same may lead to delay/ deduction in payment.
- ix. All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.

- x. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made.
- xi. In case of any changes in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.
- xii. Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal
- xiii. Buyer will review the documents provided by service provider & may either accept or reject based on actual performance. If required, buyer may impose any non-delivery deductions, SLA deductions, over & above the invoice submitted by service provider.

5 Deductions

Deductions can be imposed by the Buyer for the following:

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.		
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act	-	-
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	-
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value

6 Payment Terms

- i. The Payment procedure as specified in the General Terms and Conditions (GTC) of GeM will be applicable.
- ii. Payment schedule to be as per payment terms specified in bid document/ATC by the buyer.

7 Undertaking

The service provider/contractor shall not make any unauthorized deductions from the wages of the contract labour and provide below undertaking:

"The Service Provider hereby undertakes not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy."

8 Formula Used

8.1 Cumulative Cost (Daily): -

"d" = "bp" + "esi" + "pf" + "edli" + "bonus" + "admin" + "nm1" + "nm2" + "nm3"

Where,

"bp" = Basic dailywage (INR) exclusive of GST

"pf" = Provident Fund (INR Daily)

"edli" = EDLI (INR Daily)

"esi" = ESI (INR Daily)

"bonus" = Bonus (INR Daily)

"admin" = EPF Admin Charge (INR Daily)

"nm1" = Optional Allowance 1 (INR Daily)

"nm2" = Optional Allowance 2 (INR Daily)

"nm3" = Optional Allowance 3 (INR Daily)

"m" = Cumulative Cost (INR Daily)

8.2 Total: -

"tcv" = $(d * 1.18 + d * sc / 100) * nd * t * q$

Where

"tcv" = Total Contract Value

"d" = Cumulative Cost (Daily) as calculated in 10.1 above

"sc" = Service Charge in %age, as quoted by service provider

"nd" = No. of working days in a month

"t" = Tenure for which service is required (In no. of months)

"q" = Quantity (No. of resources required by buyer)

Annexure - 1

1. The Minimum Wages Act, 1948
2. The Payment of Wages Act, 1936
3. The Payment of Bonus Act, 1965
4. The Equal Remuneration Act, 1976
5. The Trade Unions Act, 1926
6. The Industrial Employment (Standing Orders) Act, 1946.
7. The Industrial Disputes Act, 1947
8. The Weekly Holidays Act, 1942
9. The Factories Act, 1948
10. The Plantation Labour Act, 1951
11. The Mines Act, 1952
12. The Building and Other Constructions Workers' (Regulation of Employment and Conditions of Service) Act, 1996
13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955
23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996
31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976
36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

Corrigendum | शुद्धिपत्र

1. GeM-Bidding-Corr-5492115-1-LCS.pdf : [click here](#) | यहां क्लिक करें

Additional Required Data/Document(s) : Buyer | अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

1. Scope of work & Job description : [click here](#)
2. In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority. : [click here](#)
3. Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act : [click here](#)

Additional Data/Document(s) : Seller | अतिरिक्त डेटा/दस्तावेज़ : विक्रेता

1. Registration Certificate For Geographical Presence As Required By Buye : [click here](#)
2. Auditor Certificate For Profit Making Entity In Last 3 Yrs : [click here](#)
3. Copy Of Certificate For Incorporation/registration Of Bidding Entity Under Appropriate Act/authority In India : [click here](#)
4. Copy Of Labour Licence/pf/epf/esi Registration Letter/certificate : [click here](#)
5. Project Experience And Certificates With Respect To Eligibility Criteria : [click here](#)
6. Statutory Auditor Certificate : [click here](#)
7. Certificate (Requested in ATC) : [click here](#)

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	Bank Of Baroda
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	5.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

- 2.1 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2.2 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 2.3 *Generic.*
OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
- 2.4 *Buyer Added Bid Specific ATC:*
Buyer uploaded ATC document [Click here to view the file](#).
- 2.5 *Certificates:*
Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- 2.6 *Payment:*
PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
- 2.7 *Forms of EMD and PBG:*
Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of
PAO, DGHS, NEW DELHI
payable at
PAO, DGHS, NEW DELHI
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687709619422

Contract Generated Date | अनुबंध तिथि: 28-Aug-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3164252](#)

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Central Government	Designation पद: Deputy Director Administration
Ministry मंत्रालय: Ministry of Health and Family Welfare	Contact No. संपर्क नंबर: 011-23236971-311
Department विभाग: Department of Health and Family Welfare	Email ID ईमेल आईडी: pawank.doc@nic.in
Organisation Name Central Drugs Standard Control Organization (CDSCO) Online	GSTIN जीएसटीआईएन: 07DELO04128F1DD
संगठन का नाम: Application for Licensing	Address पता: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi,
Office Zone कार्यालय क्षेत्र: Central Drugs Standard Control Organization Hq	CENTRAL DELHI, DELHI-110002, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: Yes	Role: DDO
Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: Director General	Payment Mode भुगतान का तरीका: PFMS
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: Director General	Designation पद: Drugs Inspector
	Email ID ईमेल आईडी: dpandey@cdsco.nic.in
	GSTIN जीएसटीआईएन: -
	Address पता: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi,
	CENTRAL DELHI, DELHI-110002, India

Consignee Details परेषिती विवरण		
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क: 011-23236971-311 Email ID ईमेल आईडी: pawank.doc@nic.in GSTIN जीएसटीआईएन: 07DELO04128F1DD Address पता: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India	Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Biostatistician cum Epidemiologist; Post Graduate

Service Provider Details सेवा प्रदाता विवरण	
GeM Seller ID जेम विक्रेता आईडी: D7BH220005324581	Company Name कंपनी का नाम: RISHAB ENTERPRISES
Contact No. संपर्क नंबर: 09560032587	Email ID ईमेल आईडी: 7.rishabenterprises@gmail.com
Address पता: K 63-65 B K DUTT COLONY, LODHI ROAD, DELHI, LODHI ROAD, BK DUTT COLONY, Central Delhi, DELHI-110003, -	MSME verified एमएसएमई सत्यापित: Yes
MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-DL-01-0013603	MSE Social Category एमएसएमई सामाजिक श्रेणी: General
MSE Gender एमएसएमई लिंग श्रेणी: Female	GSTIN जीएसटीआईएन: 07AWBPC5074B1Z3

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम): 01-Sep-2023 Service End Date | सेवा समाप्ति तिथि: 01-Sep-2024

Category Name | श्रेणी नाम: Manpower Outsourcing Services - Fixed Remuneration

Billing Cycle बिलिंग चक्र: monthly		
Description विवरण	Number of Resources to be hired	Percentage of Service charge
Experience	0 to 3 Years	
Educational Qualification	Post Graduate	
Specialization	Statitics or Biostatistics	
Post Graduation	Required	
Zipcode	NA	
District	NA	
Specialization for PG	Statitics or Biostatistics	
Type of Function	Healthcare	
List of Profiles	Biostatistician cum Epidemiologist	
Basic monthly pay (INR) exclusive of GST	60000	1
Bonus (INR Monthly)	0	3.85

EPF Admin Charges (INR Monthly)	0
EDLI (INR Monthly)	0
Provident Fund (INR Monthly)	0
ESI (INR Monthly)	0
Optional Allowances 1 (INR Monthly)	0
Optional Allowances 2 (INR Monthly)	0
Optional Allowances 3 (INR Monthly)	0
Tenure/ Duration of Employment (In Months)	12

Total Amount (Formula) | कुल राशि (रु०) :

((Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)+EPF Admin Charges (INR Monthly))*1.18+ (Percentage of Service charge*(Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+EPF Admin Charges (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly))/100))*Tenure/ Duration of Employment (In Months)*Number of Resources to be hired)

Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	877320
Total Addon Value कुल ऐडऑन मूल्य (INR)	0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	877320

Additional Details अतिरिक्त जानकारी
<ul style="list-style-type: none"> • Title for Optional Allowance 3 : 0 • Title for Optional Allowance 1 : 0 • Designation : Biostatistician cum Epidemiologist • Title for Optional Allowance 2 : 0

Amount of Contract | अनुबंध की राशि

Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	877320
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Price Break up offered | मूल्य विभाजन की पेशकश की : [Price Break up offered Document link](#) | [प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक](#)

SLA Details | एसएलए विवरण

Service Level Agreement

Manpower Outsourcing Services – Fixed Remuneration Based

1 Agreement Overview

This is a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Manpower Hiring Agency/Service Provider. The purpose of this Agreement is to facilitate implementation of Manpower Hiring Service at the Buyer's premises, or any other premises approved by the Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless mutually extended by both the parties.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

- I. General terms and conditions for Services; ("GTC")
- II. Service Specific Standard Terms and Conditions ("STC") of the Services contracts shall include the service level agreement (SLA) for the service.
- III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.

The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the scope of work and SLA as enumerated in this document shall be construed to be part of the Contract/Agreement between the Buyer and Service Provider.

2 Objectives and Goals

The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:

- I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- II. Present a clear, concise, and measurable description of services offered to the Buyer
- III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This Agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, permitted assignees, successors and nominees as described in the agreement
The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions.

4 Terms & Conditions

4.1 Buyer's Obligations:

- i. The Buyer shall provide workspace (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, the Buyer shall also arrange necessary gate/entry pass to Buyer's premise/ designated premise for the manpower.

- ii. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labor laws.
- iii. The Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications, and machinery etc., if required.'
- iv. The Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.
- v. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.
- vi. TA/ DA shall be payable directly by the Buyer, in case of travel included in the scope of work, on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.
- vii. In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the amount billed by the Service Provider, if no replacement of manpower is provided.
- viii. The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning & justification.
- ix. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.
- x. In case if the Buyer has selected the option in the bid for retention of existing resource/resources of previous service provider, then service provider shall retain those resources. In such cases, the Buyer shall be responsible for ensuring the qualification eligibility of those resources as per the contract requirement. Any extra costs incurred by Service provider for onboarding those resources on their payroll shall be borne by Service Provider. Service Provider shall include any such costs in the service charges quoted by them during the bid participation.

4.2 Service Provider's Obligations:

- i. The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.
- ii. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.
- iii. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 & shall get reimbursed from the buyer.
- iv. The service provider/contractor shall be responsible for paying proportionate gratuity to contract labour who have rendered continuous service as per the provisions of the Payment of Gratuity Act, 1972
- v. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
- vi. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- vii. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
- viii. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
- ix. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
- x. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- xi. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
 - i. List of persons deployed (monthly)
 - ii. Biodata/ resume with antecedents' details (at the time of deployment)
 - iii. Copy of Aadhaar Card of the candidates (at the time of deployment)
 - iv. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 - v. Identity proof and residential proof (at the time of deployment)
 - vi. Copy of police verification certificate (at the time of deployment)
 - vii. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
- xii. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- xiii. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
- xiv. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
- xv. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
- xvi. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.
- xvii. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resources. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
- xviii. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- xix. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
- xx. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
- xxi. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- xxii. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
- xxiii. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
- xxiv. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
- xxv. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.
- xxvi. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- xxvii. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.

- xxviii. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.
- xxix. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
- xxx. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- xxxi. The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.
- xxxii. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
- xxxiii. The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.
- xxxiv. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
- xxxv. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
- xxxvi. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

4.3 Special Terms & Conditions:

- i. As per the Contract Labour Regulation and Abolition Act, 1970, the service provider/contractor shall be responsible for ensuring that wages are paid to the contract labour on time. The principal employer/buyer shall ensure that the wages are paid on time to the contract labour by the service provider/contractor. In case the service provider/contractor fails to pay the wages on time or makes short-payment, the principal employer/buyer shall be liable to pay the wages to the contract labour directly and recover the amount from the service provider/contractor.
- ii. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider. An indicative list of central labor laws is provided under Annexure 1.
- iii. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
- iv. No advance payment shall be made to the Service Provider.
- v. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- vi. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.
- vii. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, documentary proofs for PF/ESI/EDLI etc. payments. Non-submission of the same may lead to delay/ deduction in payment.
- viii. All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- ix. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made.
- x. In case of any changes in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.
- xi. Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal
- xii. Buyer will review the documents provided by service provider & may either accept or reject based on actual performance. If required, buyer may impose any non-delivery deductions, SLA deductions, over & above the invoice submitted by service provider.

5 Deductions

Deductions can be imposed by the Buyer for the following:

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.		
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act		

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	-
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value

6 Payment Terms

i. The Payment procedure as specified in the General Terms and Conditions (GTC) of GeM will be applicable.

ii. Payment schedule to be as per payment terms specified in bid document/ATC by the buyer.

7 Undertaking

The service provider/contractor shall not make any unauthorized deductions from the wages of the contract labour and provide below undertaking:

"The Service Provider hereby undertakes not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy."

8 Formula Used

8.1 Cumulative Cost (Monthly): -

"m" = "bp" + "esi" + "pf" + "edli" + "bonus" + "admin" + "nm1" + "nm2" + "nm3"

Where,

"bp" = Basic monthly pay (INR) exclusive of GST

"pf" = Provident Fund (INR Monthly)

"edli" = EDLI (INR Monthly)

"esi" = ESI (INR Monthly)

"bonus" = Bonus (INR Monthly)

"admin" = EPF Admin Charge (INR Monthly)

"nm1" = Optional Allowance 1 (INR Monthly)

"nm2" = Optional Allowance 2 (INR Monthly)

"nm3" = Optional Allowance 3 (INR Monthly)

"m" = Cumulative Cost (INR Monthly)

8.2 Total: -

"tcv" = $(m * 1.18 + m * sc / 100) * t * q$

Where

"tcv" = Total Contract Value

"m" = Cumulative Cost (Monthly) as calculated in 10.1 above

"sc" = Service Charge in %age, as quoted by service provider

"t" = Tenure for which service is required (In no. of months)

"q" = Quantity (No. of resources required by buyer)

Annexure - 1

1. The Minimum Wages Act, 1948
2. The Payment of Wages Act, 1936
3. The Payment of Bonus Act, 1965
4. The Equal Remuneration Act, 1976
5. The Trade Unions Act, 1926
6. The Industrial Employment (Standing Orders) Act, 1946.
7. The Industrial Disputes Act, 1947
8. The Weekly Holidays Act, 1942
9. The Factories Act, 1948
10. The Plantation Labour Act, 1951
11. The Mines Act, 1952
12. The Building and Other Constructions Workers' (Regulation of Employment and Conditions of Service) Act, 1996
13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955
23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996
31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976
36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

Additional Data/Document(s) : Buyer अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार	Bank Of Baroda
ePBG Coverage % ईपीबीजी कवरेज % Click here	5.00
The bidder shall furnish ePBG as applicable as per bid's terms and conditions बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा	
Additional Data/Document(s) : Seller अतिरिक्त डेटा/दस्तावेज़: विक्रेता	
<ol style="list-style-type: none"> 1. Certificate (Requested in ATC) : click here 2. Statutory Auditor Certificate : click here 3. Project Experience And Certificates With Respect To Eligibility Criteria : click here 4. Registration Certificate For Presence In Geographical Location : click here 5. Epf Challans, Esi Challans Or Bank Statements Indicating The Credited Epf Or Service Provider Had Esi/epf Or Wages : click here 6. Auditor Certificate For Profit Making Entity In Last 3 Yrs : click here 7. Copy Of Certificate For Incorporation/registration Of Bidding Entity Under Appropriate Act/authority In India : click here 	
ePBG Detail ईपीबीजी विवरण	
Terms and Conditions नियम और शर्तें	
<p>1. General Terms and Conditions-</p> <p>1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable</p> <p>2. Buyer Added Bid Specific Terms and Conditions-</p> <p>2.1 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.</p> <p>2.2 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.</p> <p>2.3 Buyer Added Bid Specific ATC: Buyer uploaded ATC document Click here to view the file.</p>	
Note: This is system generated file. No signature is required.	
नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।	

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687716301452

Contract Generated Date | अनुबंध तिथि: 25-Nov-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4107402](#)

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Central Government Ministry मंत्रालय: Ministry of Health and Family Welfare Department विभाग: Department of Health and Family Welfare Organisation Name Central Drugs Standard Control Organization (CDSCO) Online संगठन का नाम: Application for Licensing Office Zone कार्यालय क्षेत्र: Central Drugs Standard Control Organization Hq	Designation पद: JSA Contact No. संपर्क नंबर: - Email ID ईमेल आईडी: nd@cdsco.nic.in GSTIN जीएसटीआईएन: - Address पता: FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: Yes Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: Director General Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: Director General	Role: DDO Payment Mode भुगतान का तरीका: PFMS Designation पद: Drugs Inspector Email ID ईमेल आईडी: dpandey@cdsco.nic.in GSTIN जीएसटीआईएन: - Address पता: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India

Consignee Details परेषिती विवरण		
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क: - Email ID ईमेल आईडी: nd@cdsco.nic.in GSTIN जीएसटीआईएन: - Address पता: FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India	Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 3000 Km x 364 hours; Local

Service Provider Details सेवा प्रदाता विवरण	
GeM Seller ID जेम विक्रेता आईडी: 26FE180000538439 Company Name कंपनी का नाम: MODERN TECHNOLOGIES Contact No. संपर्क नंबर: 08586088158 Email ID ईमेल आईडी: moderngem25@gmail.com Address पता: HOUSE NO.1508,SECTOR 15,FARIDABAD,FARIDABAD, Faridabad, HARYANA-121007, - MSME verified एमएसएमई सत्यापित: Yes MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-DL-01-0027735 MSE Social Category एमएसएमई सामाजिक श्रेणी: General MSE Gender एमएसएमई लिंग श्रेणी: Male GSTIN जीएसटीआईएन: 06BHNPM3553R1ZK	

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम): 01-Dec-2023 Service End Date | सेवा समाप्ति तिथि: 01-Dec-2024

Category Name | श्रेणी नाम: Monthly Basis Cab & Taxi Hiring Services

Billing Cycle बिलिंग चक्र: monthly		
Description विवरण	Number of Vehicle(s)	Monthly Base Fare (Per package) inclusive of GST
District	NA	5 41999
Zipcode	NA	
Vehicle Type	Premium Sedan	
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz, Honda City, Hyundai Verna, Toyota Corolla	
Usage Variant	3000 Km x 364 hours	
Type of Service	Local	
Year of Vehicle Model	2021	
Km Travelled	Upto 1,00,000 Kms	
Air Conditioning Requirement	A/C	
Area of Operation	Plains	
Fuel Type	Petrol	

Duration in Months	12																			
Total Amount (Formula) कुल राशि (सूत्र) : (Number of Vehicle(s)*Monthly Base Fare (Per package) inclusive of GST*Duration i n Months)																				
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)		2519940																		
Total Addon Value कुल एडऑन मूल्य (INR)		0																		
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)		2519940																		
Amount of Contract अनुबंध की राशि																				
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)		2519940																		
SLA Details एसएलए विवरण																				
<p>Service Specific Terms and Condition Of Monthly Basis Cab & Taxi Hiring Services</p> <p>1 Agreement Overview This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Monthly Cab & Taxi Hiring Service from the Buyer's premises or any other premises designated by Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof. The Services contracts placed through GeM shall be governed by following set of Terms and Conditions: 1. General terms and conditions for Services (GTC); 2. Service Specific Terms and Conditions (STC) of the Services contracts shall include the service level agreement (SLA) for the service; 3. BID / Reverse Auction specific Additional Terms and Conditions (ATC) as specified by the Buyer. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p> <p>2 Objectives and Goals The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to: 1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties 2. Present a clear, concise and measurable description of services offered to the buyer. 3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified. 4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.</p> <p>3 Parties to the Agreement The main stakeholders associated with this agreement are below- 1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed 2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same.</p> <p>4 Scope of Services This service deals with hiring of vehicles (including driver and fuel requirements) for a defined but temporary tenure on a monthly basis for local and outstation travel of individuals. Types of Cars: Buyers will have the option to choose the type of vehicle from the following categories:</p> <table border="1"> <thead> <tr> <th>Type of Car</th> <th>Definition</th> <th>Examples</th> </tr> </thead> <tbody> <tr> <td rowspan="10">Hatchback</td> <td rowspan="10">This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.</td> <td>1. Maruti Suzuki WagonR</td> </tr> <tr> <td>2. Maruti Suzuki Celerio</td> </tr> <tr> <td>3. Maruti Suzuki Swift</td> </tr> <tr> <td>4. Hyundai i10</td> </tr> <tr> <td>5. Hyundai i20</td> </tr> <tr> <td>6. Tata Tiago</td> </tr> <tr> <td>7. Datsun Go</td> </tr> <tr> <td>8. Tata Bolt</td> </tr> <tr> <td>9. Hyundai Santro</td> </tr> <tr> <td>10. Tata Indigo</td> </tr> <tr> <td></td> <td></td> <td>1. Honda Amaze</td> </tr> </tbody> </table>			Type of Car	Definition	Examples	Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.	1. Maruti Suzuki WagonR	2. Maruti Suzuki Celerio	3. Maruti Suzuki Swift	4. Hyundai i10	5. Hyundai i20	6. Tata Tiago	7. Datsun Go	8. Tata Bolt	9. Hyundai Santro	10. Tata Indigo			1. Honda Amaze
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Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	2. Maruti Suzuki Dzire
		3. Tata Tigor
Premium Sedan	This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.	4. Hyundai Xcent
		5. Ford Aspire
		6. Volkswagen Ameo
		7. Tata Zest
		8. Nissan Sunny
		9. Toyota Etios
		1. Maruti Suzuki Ciaz
		2. Honda City
		3. Volkswagen Vento
SUV	This segment includes passenger vehicles which combine elements of road-going passenger cars with features from off-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.	4. Toyota Corolla
		5. Hyundai Verna
		6. Skoda Rapid
		1. Maruti Suzuki Ertiga
		2. Maruti Suzuki Vitara Brezza
		3. Mahindra Scorpio
		4. Maruti Suzuki XL6
		5. Ford Ecosport
		6. Hyundai Creta
		7. Renault Duster
		8. Mahindra TUV300
		9. Mahindra XUV300
10. Mahindra XUV 500		
MUV	This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT	11. Mahindra Bolero
		12. Mahindra Marazzo
		1. Mahindra Bolero Camper
		2. Tata Xenon
Premium SUV/MUV	This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.	3. Mahindra Imperio
		4. Isuzu Dimax
		1. Toyota Innova
		2. Toyota Innova Crysta
		3. Toyota Fortuner
		4. Ford Endeavour
		5. Jeep Compass
		6. Tata Hexa
7. Tata Harrier		
Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.	8. Honda CR-V
		1. Toyota Camry
		2. Honda Accord
		3. Mercedes Benz E Class
		4. BMW 3 Series
		5. Audi A4
		6. Volvo S 90
		7. Jaguar XE
		8. Lexus ES
		9. Skoda Superb
10. Skoda Octavia		

Luxury SUV/MUV

This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.

1. Mercedes Benz GLC
2. BMW X3
3. Audi Q5
4. Jeep Grand Cherokee
5. Land Rover Discovery Sport
6. Jaguar F Pace
7. Volvo XC 60
8. Mitsubishi Montero

Ac and Non-AC Requirement: If the service is procured from the marketplace, the service provider shall provide AC cars. However, if the service is procured through bid creation, the Service Providers may provide the service based on buyer's selection.

Outstation and local travel: For the purpose of this service, local travel would include areas covered within the city limits or up to 50 km of one-way travel, whichever is higher, and outstation would include the areas covering outside the city limits or more than 50 kms of one-way travel, whichever is higher as per buyer requirements. If the buyer avails the services for a 24*7 requirement, the usage hours selected in the usage variant becomes null and void. It is the responsibility of the service provider to always provide one driver per vehicle as per the requirement, while complying with the Labour Laws.

Usage Variants: Buyers of this service can select from a range of usage variants (bundled km/hour package) depending on their requirements, which are listed below:

- 1200 km x 208 hours
- 1500 km x 260 hours
- 1500 km x 320 hours
- 2000 km x 320 hours
- 2500 km x 320 hours
- 3000 Km x 364 hours

In case the buyer enters its custom variant, the service provider shall provide the service as per these requirements.

Contract Duration: Buyer can avail the service maximum up to 5 years.

Year of Vehicle Model: The buyer can also select the year of vehicle model required to guarantee quality of the vehicle provided. The buyer can choose from models of 2022, 2021, 2020 and 2019. However, if the buyer requires an ex-showroom model or models older than 2019, they can enter custom requirement.

KM travelled: The buyer shall also specify the range of km travelled for the vehicle so as to guarantee quality. The buyer may choose from ranges starting from 0 km up to 1 lakh km run by the vehicle.

The provider of such services shall quote a monthly vehicle hiring cost depending on the usage variants, type of vehicle, location, and other parameters selected by the buyer.

Add ons

1. Outstation Night charges: For outstation travel, additional night charges shall apply. The service provider shall provide the outstation charges per night. The billing will be done on actual outstation nights availed during the contract period.

2. During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period upto 25% The payment for extra distance and extra duty hours will be done on basic package rate as under:

1. Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.5 in case of normal service and 0.4 in case of 24x7 service
2. Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid

An example of calculation for extra kms illustrated below for reference:

Calculation of extra Kms cost for extra 100 Kms beyond package Kms

Normal Service		24X7 Service	
Package 2000Kms X 320 Hrs		Package - 2000 Kms	
Package Cost (in INR)	50000	Package Cost (in INR)	60000
Per Km cost as per package (Rs. 50000/2000 Kms)	25	Per Km cost as per package (Rs. 60000/2000 Kms)	30
Multiplied by factor 0.5	12.5	Multiplied by factor 0.4	12
Cost for extra 100 Kms	1250	Cost for extra 100 Kms	1200

However, buyer mentioning extra Kms or extra Hour rates in bid will supersede this clause.

4.1 Service Details and Standards

1. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
3. All vehicles should be always in excellent working condition (both internally and externally). The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
5. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
6. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
7. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also always have an active internet connection where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be always reachable during duty hours.
8. The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract deduction as per provisions of

the contract.

4.2 Defined Timelines

1. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
3. Delay in arrival beyond 30 minutes, shall attract deductions.

4.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
3. The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
4. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
5. The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
6. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle. The Service Provider shall be solely and exclusively liable for the losses / damages caused by the driver of the Service Provider and shall indemnify the Buyer in case of any such losses / damages.
7. The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
8. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.

4.4 Limitations of Service Delivery (if any)

1. Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the selected month will be deemed to have been completed once the buyer has utilized the monthly usage .

5 Service Provider's Obligation

1. Service Provider shall ensure he level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
3. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to the buyer.
4. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
5. The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the service provider.
6. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
7. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
8. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
9. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules/Guidelines/Notifications/Regulations/Orders shall rest with the service provider only and the buyer will not be liable in any manner.
10. The Service Provider shall not deploy or shall discontinue deploying the driver(s), if desired by the Buyer and must ensure prompt replacement of the driver(s) without any additional cost to the Buyer. The drivers being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
11. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.
12. In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke deductions then buyer shall have right to make necessary deductions as per the provisions mentioned in the deductions of this document.
13. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
14. The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

6 Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.
2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the service provider.
3. In the event that the vehicles run more than the package kms as mentioned in the order details, the charges for additional km travelled will be paid as per the factor given above.
4. In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.
5. The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents, or accidents that occur during the trip, including any form of inappropriate behaviour/ improper uniform by the driver.
6. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.
7. Buyer may validate the registration from e-vaan portal for authenticity of the vehicle proposed by the service provider.
8. Price Variation Clause:
"It is advisable to include Price Variation Clause in the long-term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ deduction on either party.

7.1 Logbook

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for

duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

8 Deductions

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such deductions and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Deductions			Remarks
			1st instance	2 nd instance	3 rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
5	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of monthly vehicle hiring cost	After 3 rd instance, the buyer may continue to impose the same deduction as imposed for 3 rd instance.
7	Misbehaviour by driver/ unacceptable behaviour by driver	Any instance	Deduction of Rs. 1000	Deduction of Rs. 2000/-		After 2 nd instance, the service provider will have to replace the driver
8	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/-			After 1 st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.

9	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Deduction of Rs. 500/-	Deduction of Rs. 800/-	Deduction of Rs. 1000/-	After 3 rd instance, the buyer may continue to impose the same deduction as imposed for 3 rd instance.
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9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

9.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. The price quoted shall cover all aspects of service delivery.
4. Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

9.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice.

9.3 Payment Process

1. Payment shall be made only after submission of invoices, non-submission of the same may lead to delay/ deduction in payment.
2. All the deductions/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer/ online payment mode only and in no circumstance cash/ cheque payment will be made.

10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
 - Variation of the Contract as per both parties' consent: The variation in the contract can be done through the following, however, the variation put together shall not reduce or exceed 25% of contract value:
 1. Increase or decrease in the quantity of vehicles
 2. Increase or decrease in duration of contract

11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
 - Breach of SLAs: The contract may also be terminated if i) the cumulative deductions rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

Calculation Formula for the Service

\$total = \$quantity*\$cost*\$duration_in_months

\$quantity = Number of Vehicle(s)

\$cost = Monthly Base Fare (Per package) inclusive of GST

\$duration_in_months = Duration in Months

*****END OF DOCUMENT*****

Additional Required Data/Document(s) : Buyer | अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

1. Scope of Work : [click here](#)

Additional Data/Document(s) : Seller | अतिरिक्त डेटा/दस्तावेज़ : विक्रेता

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance With Motor Vehicle Act : [click here](#)

ePBG Detail | ईपीबीजी विवरण

Advisory Bank | सलाहकार बैंक :

Bank Of Baroda

ePBG Percentage(%) | ईपीबीजी प्रतिशत (%) :

5.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

- 2.1 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2.2 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

2.3 Generic

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

2.4 Service & Support:

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.5 Service & Support:

The Service Provider must own 30% of the bid quantity of vehicles in Service Provider's name or in the name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

2.6 Buyer Added Bid Specific ATC:

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

2.7 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687796735286

Contract Generated Date | अनुबंध तिथि: 05-Sep-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3758580](#)

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Central Government	Designation पद: JSA
Ministry मंत्रालय: Ministry of Health and Family Welfare	Contact No. संपर्क नंबर: -
Department विभाग: Department of Health and Family Welfare	Email ID ईमेल आईडी: nd@cdsco.nic.in
Organisation Name संगठन का नाम: Central Drugs Standard Control Organization (CDSCO) Online	GSTIN जीएसटीआईएन: -
Office Zone कार्यालय क्षेत्र: Central Drugs Standard Control Organization Hq	Address पता: FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: Yes	Role: DDO
Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: DIRECTOR GENERAL	Payment Mode भुगतान का तरीका: PFMS
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: DIRECTOR GENERAL	Designation पद: Drugs Inspector
	Email ID ईमेल आईडी: dpandey@cdsco.nic.in
	GSTIN जीएसटीआईएन: -
	Address पता: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India

Consignee Details परेषिती विवरण		
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क: - Email ID ईमेल आईडी: nd@cdsco.nic.in GSTIN जीएसटीआईएन: - Address पता: FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India	Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); Outdoor Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); Outdoor Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); Basement Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); Indoor Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; Deep Cleaning; Indoor

Service Provider Details सेवा प्रदाता विवरण	
GeM Seller ID जेम विक्रेता आईडी: 64D7190000810180	Company Name कंपनी का नाम: SHIVA SECURITY SERVICES
Contact No. संपर्क नंबर: 09839210735	Email ID ईमेल आईडी: sharmashivasecurity@gmail.com
Address पता: FLAT NO-G3,58B,RAMA KANT SHARMA,17 A JAGAI PURWA CHAURAHA,Harjinder nager, Kanpur Nagar, UTTAR PRADESH-208007, -	MSME verified एमएसएमई सत्यापित: Yes
MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-UP-43-0008915	MSE Social Category एमएसएमई सामाजिक श्रेणी: General
MSE Gender एमएसएमई लिंग श्रेणी: Male	GSTIN जीएसटीआईएन: 09ANSPS8399F2ZT

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम): 12-Sep-2023 Service End Date | सेवा समाप्ति तिथि: 12-Sep-2024

Category Name | श्रेणी नाम: Cleaning, Sanitation and Disinfection Service - Outcome Based

Billing Cycle बिलिंग चक्र: monthly		
Description विवरण	Area in Sq. Metre	Standard unit rate per Frequency per Cycle in Sq. Metre
Area Inclusions रास्ता		
Floor Type न लागू		
Type of Space Office/Commercial/Institutions/Residential		
Type of Cycle Daily		
Type of Area Outdoor	138,684	0.01
Nature of Service General Cleaning (Sweeping, Mopping, dusting)		1

3306301/2023/CDSCO-(HQ)

Frequency in each cycle	1		
Number of working days in a month	30		
Number of cycles during Contract Period	365		
Total Amount (Formula) कुल राशि (रु०) : (Number of cycles during Contract Period*Area in Sq. Metre*Frequency in each cycle*Standard unit rate per Frequency per Cycle in Sq. Metre)			
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)		506196.6	
Total Addon Value कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)		506196.6	
Category Name श्रेणी नाम : Cleaning, Sanitation and Disinfection Service - Outcome Based			
Billing Cycle बिलिंग चक्र : monthly			
Description विवरण		Area in Sq. Metre	Standard unit rate per Frequency per Cycle in Sq. Metre
Area Inclusions	Parking	283540	0.01
Type of Area	Outdoor		
Type of Cycle	Daily		
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)		
Floor Type	Not Applicable		
Type of Space	Office/Commercial/Institutions/Residential		
Number of working days in a month	30		
Frequency in each cycle	1		
Number of cycles during Contract Period	365		
Total Amount (Formula) कुल राशि (रु०) : (Number of cycles during Contract Period*Area in Sq. Metre*Frequency in each cycle*Standard unit rate per Frequency per Cycle in Sq. Metre)			
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)		1034921	
Total Addon Value कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)		1034921	
Category Name श्रेणी नाम : Cleaning, Sanitation and Disinfection Service - Outcome Based			
Billing Cycle बिलिंग चक्र : monthly			
Description विवरण		Area in Sq. Metre	Standard unit rate per Frequency per Cycle in Sq. Metre
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)	128800	0.01
Area Inclusions	Ramp/Parking		
Type of Area	Basement		
Type of Space	Office/Commercial/Institutions/Residential		
Floor Type	Not Applicable		
Type of Cycle	Daily		
Frequency in each cycle	1		
Number of working days in a month	30		
Number of cycles during Contract Period	365		
Total Amount (Formula) कुल राशि (रु०) : (Number of cycles during Contract Period*Area in Sq. Metre*Frequency in each cycle*Standard unit rate per Frequency per Cycle in Sq. Metre)			
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)		470120	
Total Addon Value कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)		470120	
Category Name श्रेणी नाम : Cleaning, Sanitation and Disinfection Service - Outcome Based			
Billing Cycle बिलिंग चक्र : monthly			
Description विवरण		Area in Sq. Metre	Standard unit rate per Frequency per Cycle in Sq. Metre
Area Inclusions	Cabin/Work Stations area/OPD/Conference halls	136180	0.01
Type of Area	Indoor		
Type of Cycle	Daily		
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)		
Floor Type	Normal Stone/Ceramic tile/Cemented Floor		
Type of Space	Office/Commercial/Institutions/Residential		
Number of working days in a month	30		
Frequency in each cycle	1		
Number of cycles during Contract Period	365		
Total Amount (Formula) कुल राशि (रु०) : (Number of cycles during Contract Period*Area in Sq. Metre*Frequency in each cycle*Standard unit rate per Frequency per Cycle in Sq. Metre)			

Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)		497057
Total Addon Value कुल एडऑन मूल्य (INR)		0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)		497057
Category Name श्रेणी नाम : Cleaning, Sanitation and Disinfection Service - Outcome Based		
Billing Cycle बिलिंग चक्र : monthly		
Description विवरण		Area in Sq. Metre
Type of Space	Office/Commercial/Institutions/Residential	125100
Floor Type	Normal Stone/Ceramic tile/Cemented Floor	
Nature of Service	Deep Cleaning	
Area Inclusions	Restrooms/Washrooms	
Type of Cycle	Daily	
Type of Area	Indoor	
Frequency in each cycle	1	
Number of working days in a month	30	
Number of cycles during Contract Period	365	
Standard unit rate per Frequency per Cycle in Sq. Metre		0.01
Total Amount (Formula) कुल राशि (रु०) : (Number of cycles during Contract Period*Area in Sq. Metre*Frequency in each cycle*Standard unit rate per Frequency per Cycle in Sq. Metre)		
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)		456615
Total Addon Value कुल एडऑन मूल्य (INR)		0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)		456615
Amount of Contract अनुबंध की राशि		
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)		2964909.6
Price Break up offered मूल्य विभाजन की पेशकश की : Price Break up offered Document link प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक		
SLA Details एसएलए विवरण		
<h2>1 Agreement Overview</h2> <p>This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Service Provider for Cleaning, Sanitation and Disinfection Service. The purpose of this agreement is to facilitate implementation of Cleaning, Sanitation and Disinfection Service at the buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none"> General terms and conditions for Services; Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service; BID / Reverse Auction specific ATC. <p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p>		
<h2>2 Objectives and Goals</h2> <p>The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by Service Provider. The goals of this agreement are to:</p> <ol style="list-style-type: none"> Provide clear reference to service ownership, accountability, roles and responsibilities of both parties Present a clear, concise and measurable description of services offered to the buyer Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons <p>The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.</p>		
<h2>3 Parties to the Agreement</h2> <p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"> Buyer : Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed Service Provider: Service Provider responsible to provide all the required services in timely manner. Service Provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.</p>		
<h2>4 Scope of Services</h2>		

The scope of work of Cleaning, Sanitation and Disinfection services comprise of a series of activities, including, but not restricted to sweeping, wet cleaning, steam cleaning and such other activities as may be necessary to maintain acceptable standards of cleanliness within a defined set of premises.

The scope of the service requires the Service Provider to provide manpower and resources for the premises as specified by the Buyer for the purposes of Cleaning, Sanitation and Disinfection. It would be the obligation of the Vendor to provide services according to the following:

- Type of Space (Commercial/Residential/Institutional/Public spaces)
- Type of Area(Indoor /Outdoor/Basement)*
- Nature of Service (general cleaning/ deep cleaning/ Anti-bacterial)
- Unit Area
- Consumable (With consumables/Without consumables)
- Cycle (daily/weekly/fortnightly/monthly/quarterly/Bi-annually/annually)
- Frequency (one-time/ twice/thrice)
- Machine /Equipment (Regular/High-end)

*Different Type of Area shall include:

- **Indoor Area:** This would include areas like but not limited to Cabins, Corridor, Halls, Medical Rooms, Service Rooms, Classrooms, Staircase.
- **High-Intensive Area:** This would include areas like Washrooms, Entrance Lobbies/Receptions.
- **Outdoor Area:** This would include areas like Lawns, Playground, Garages, Parking, Roads inside the premises etc.

Buyer opting for Cleaning, Sanitation and Disinfection service have an option from choosing from the following two different models of Cleaning, Sanitation and Disinfection Service -Outcome Basis as per their requirement.

- **Service with Known Quantity of Consumables** - Under this model, the buyer specifies the scope of work along with the consumables required and its quantity for the contract period. The Service Provider will quote for the service and consumables separately. The quantity of consumables quoted by the buyer will be used to calculate the least cost bidder, while billing will be done on actual consumption. The Buyer has the flexibility for a variation of 25% in the contract value.
- **Service and Price Inclusive of Consumables** - Under this model, the buyer does not need to specify the quantity of consumables, but only select the required consumables for the service for the contract period. The Service Provider will quote cost inclusive of scope and selected consumables.

The following are the details of the activities to be carried out by the vendor in achieving the goal of providing Cleaning, Sanitation and Disinfection services.

S.No	Scope of Service	Description of Activities
1	Common Areas (Entrance Lobbies/ Reception/ Conference Hall)	The scope broadly coverssweeping, mopping, scrubbing, buffing, glass wiping, dusting of common areas including lift doors; collection of waste material and its disposal as per instructions; Cleaning of water cooler tanks, Air conditioning grills and space underneath water coolers.
2	Staircase and Fire Staircase	The scope broadly includes sweeping of staircases, dusting of skirting top, signages, door handles, latches; cleaning of fire escape doors, ceilings and wall dusts etc.
3	Pantry/Cafeteria	The scope shall include cleaning of water coolers, water dispensers and vending machines; cleaning of cobwebs, wax polishing of walls, floor areas
4	Basement/ Parking Area/ Service Areas	The scope shall include removal of grease and dirt stains from the surfaces; cleaning of machine rooms and other sensitive areas floors, walls and ceilings; cleaning of car parking, sub-station, HVAC Plant Room, Pump Room, AHU Rooms, Ventilation Rooms and Other Service Rooms without affecting the operation of the Equipment.
5	Restrooms	The scope of work shall include sweeping, mopping of the floor and tiles; Acid cleaning of sanitary wares; washing of all the urinals, closets and washbasins; replacing toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required, clean all toilet fixtures and fittings; clearing of the dustbins in the toilets periodically.

The scope of work shall include removal of all litter,

S.No	Surroundings	Scope of Service	Description of Activities
7	Exteriors of Building		<p>mud, dust, etc. within the periphery of the building every day, sweeping of all the roads, parking area and open area etc.</p> <p>The scope of work shall include cleaning of glass and other structures with a suitable approved glass cleaner; keeping the terrace clean of all litter; keeping all external signage and external wall & surroundings clean.</p>
8	Seating Area of Stadiums (Indoor/Outdoor)		<p>The scope of work shall include sweeping of all the staircases, dusting of skirting top, signages, escape doors, furniture laundry, ceiling and wall cleaning, thoroughly wipe all door handles, latches, tower bolts etc.</p>

In addition to the above jobs, the Buyer may assign any work with relation to housekeeping of the premises not mentioned specifically in the above table. Frequency and timing of the work can be altered at the discretion of the Buyer looking into the needs and quantity of work.

Machinery List

Ø Regular Machinery & Equipment (Pre-defined list)

- Vacuum Cleaner with attachments
- Broom
- Mop
- Bucket
- Dustpan
- Duster
- Spray Bottles
- Rags
- Window Cleaner
- Toilet bowl Cleaner
- Paper Towel
- Trash bags
- Latex Gloves
- Wet floor sign (if working in commercial area)
- Extension Cords
- Containers for supplies

Ø High End Machinery & Equipment (Pre-defined list)

- o Industrial Vacuum Cleaner
- o Wet and Dry Vacuum Cleaner
- o Single Disc Scrubbing Machine
- o High Pressure Jet
- o Walk behind scrubber drier
- o Carpet Cleaning Machine
- o Carpet Blower
- o Dorsilano backpack vacuum
- o Laundry/Washing Machine
- o Washroom Foam Sterilisation Machine
- o Ergo Disc + Dry Foam Generator
- o Wega Trolley
- o Manual Flipper
- o Steam Cleaner
- o Portable back mounted high pressure jet machine

If any equipment is not present in the list, then buyer has the provision to custom the list.

Consumable List

Pre-defined list of consumable

- PVC Floor Cleaning Agent
- Ceramic Toilet fittings cleaning agent
- Glass cleaning agent
- Deodorant
- Disinfectant
- Mosquito Repellent
- Disposable bag for waste
- Floor Mopper
- Urinal & WC Cleaner
- Air Freshener
- Oil and Grease Remover
- Hand Wash
- Toilet Paper
- Tissues/Paper Towel
- Scrubbing Foam

If any equipment is not present in the list, then buyer has the provision to custom the list.

4.1 Service Details and Standards

- i. The works shall be carried out as per the instructions of authorized officials of Buyer and the standards/benchmark of conditions and specifications of housekeeping service industry shall be maintained.
- ii. Garbage collection drums should be placed at all suitable points. The drums should be provided with polythene bags, which may be removed so that garbage does not spill out or spoil the drums.
- iii. Under no circumstances the garbage collected would be kept inside premises and all the necessary arrangements are to be made by the service provider for its disposal at a suitable place at its own cost.
- iv. Inspection of quality by supervisors during the execution of service by the staff should be regular/ periodic.
- v. Smoking and chewing tobacco etc. is strictly prohibited during working hours. Any of the Service provider's deployed staff found smoking/chewing in the Buyer's premises shall be removed immediately and shall not be deployed again over the contract duration.
- vi. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way, be responsible for settlement of such issues whatsoever.
- vii. No deployed manpower shall be allowed to stay in the Buyer's premise unnecessarily after working hours without Buyer's permission.
- viii. The personnel deployed shall undergo medical examination at the expense of the Service Provider to ensure that they are free from any communicable diseases and furnish medical examination certificate as and when called for by the Buyer.
- ix. The staff provided by the Service Provider shall not be deemed employees of the buyer hence the compliance of the applicable labor laws and acts i.e. the Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act and other relevant laws will be the sole responsibility of the Service Provider and buyer will in no way be responsible for any violation or liabilities in this regard.
- x. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of Buyer. Any changes should be informed immediately.
- xi. The Buyer shall have the right to inspect the premises where services are provided by the vendor at any time. In case of any deficiencies found in the service provided pursuant to such inspection, the relationship managers shall discuss the same in their meeting and address the same. In case the concerns of the buyer are not addressed within a reasonable time, the buyer would have the right and authority to issue order and directions necessary, including the levy of penalty for the effective implementation of the services.

4.2 Defined Timelines

- i. Service Provider shall adhere to the timelines in the Schedule of Work/Scope of Work provided by the Buyer in the contract for carrying out the Cleaning, Sanitation and Disinfection service.
- ii. The daily normal working hours would be stipulated by Buyer and may vary as per the Buyer's directions and actual requirements.

4.3 Service Assumptions

- i. The Service Providers shall not sublet any part of the Contract and shall be responsible and liable to deliver the services as per the contract.
- ii. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
- iii. Only authorized staff of the Service Provider will be allowed entry at the premises of the buyer on production of identity badge.
- iv. The premises are the property of the Buyer and Service Provider is only permitted to enter and manage the premises as long the contract remains valid.
- v. Guarding/maintaining the Service Provider's machinery at Buyer's premises shall be the responsibility of Service Provider.
- vi. Service Provider will not use his consumables (when deployed at Buyer premises) or Buyer's consumables for any personal use or for any other activity not related to the scope of work under the contract.
- vii. Any violation of contractual obligations by the Service Providers shall attract penalties, before imposing a penalty, the Buyer will provide 3 days prior notice to the Service

Provider to make its representation. The Service Provider confirms and agrees that penalty whenever becomes payable, shall be deducted by the Buyer from the payments due to the Service Provider.

4.4 Limitations of Service Delivery (if any)

Not Applicable

5 Service Provider's Obligation

- i. Service Provider shall ensure the level of service required is of the highest professional standard and shall deliver the cleanliness service within stipulated time frame as agreed in the contract. The delay in execution of service shall attract penalties.
- ii. The Vendor would submit a daily monitoring report to the designated representative of the Buyer. A weekly log of the services rendered will be maintained and presented to the designated representative of the Buyer.
- iii. The Service Provider has to always ensure proper cleanliness of all bathrooms, sanitary fittings and cleanliness of all waste/sewage pipelines and ensure that there is no blockage.
- iv. The Vendor shall maintain a complaint register at the premises for the complaints by the staff of the buyer.
- v. The Service Provider shall maintain sufficient stock of all consumables required for cleaning of the premise.
- vi. It will be the responsibility of the Service Provider to switch on and off lights, fans, AC, computers etc. as may be prescribed and as required for Buyer's functioning.
- vii. The Service Provider shall store and secure the consumables for housekeeping in the provided space properly. Also, the Service Provider shall maintain records of the daily usage of all the materials which should be verified by the Buyer on daily basis. In case of any damage, the Service Provider shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Service Provider only.
- viii. The Service Provider has to deploy and work during holidays, late hours and Sundays as well according to the requirement and convenience of Buyer and the occupants, while ensuring weekly offs of his / her employees as per statutory requirements.
- ix. The Service Provider should issue identity badges (as per approved format) to all his staff being engaged to carry out the work including the supervisor.
- x. The Service Provider will depute one person from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Service Provider at the premises of the Buyer. The said deputed person will report to the designated officer of the Buyer for further conformation on daily basis or as per buyer requirement. Further, such deputed person will be available as and when required for any verification.
- xi. The Service Provider shall be responsible for proper maintenance of all registers and records. He shall make regular and full payment of labour charges/salaries and other payments as per labour laws under Minimum Wages Act and Payment of wages Act.
- xii. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- xiii. The Service Provider shall take comprehensive insurance cover, including third party unlimited liability, to insure against loss, damage, death or injury which may occur to any physical property or to any person which may arise out of the performance of the contract or the machinery and equipment deployed by Service Provider. The Buyer shall not assume any liability in this regard.
- xiv. The Service Provider will be responsible for the conduct and discipline of the deployed staff by him at the Buyer's designated premises responsible for any breaches/violations committed by the persons.
- xv. In case of exigency, Service Provider shall deploy the required number of staff beyond normal duty hours if directed so to carry out the works within the scope of agreement.
- xvi. The Service Provider shall not appoint any Sub-Service Provider for the work assigned to him.
- xvii. Service Provider shall be responsible for making good to the satisfaction of the Buyer any loss or any damage to all structures and properties within the park premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Service Provider, his employees, agents or representatives, he shall make good the loss as assessed by the Buyer. In such a case, the Service Provider will be liable to replace the item at his own cost or the Buyer shall have the right to recover the loss from the Service Provider's monthly bill. The decision of the Buyer in this matter will be final.

6 Buyer's Obligations

- i. The Buyer shall assign a point of contact for the Service Provider, who shall manage and co-ordinate all the Service Provider related issues/requirements.
- ii. The Buyer shall define penalties, feedbacks, comprehensive SLA, etc. to ensure the timely and quality delivery of service.
- iii. In case of any change in the Applicable Law with respect to taxes and duties, the remuneration and reimbursable expenses payable to the Service Provider shall be increased or decreased accordingly by the Buyer under this Contract.
- iv. The Buyer shall provide sufficient running water or stored water for cleaning purposes.
- v. Buyer should provide free access to all parts of designated area for the purpose of development, maintenance, inspection, treatment or surveillance as per the scope of work.
- vi. In case, the Buyer has not included consumables in the contract, then Buyer shall provide consumable materials as and when required for the work, such as cleaning equipment, air purifier and liquid soap and paper rolls etc.
- vii. The Buyer should provide space for storage of machinery, consumables, chemicals and any other equipment to the Service Provider.
- viii. The Buyer shall monitor standard of service with respect to delay in work, damage to property during delivery, use of unapproved technique & chemicals and manpower to deliver the service.
- ix. The Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.
- x. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies.

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

7 Service Tracking

Tracking of services ensures quality of service delivery in a time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely

inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty.

7.1 Logbook

- i. The Service Provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
- ii. Once the Service Provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record any service non delivery or non-performance issues, and subsequent penalties.Failure to takeaction on logbook entries updated by Service Provider shall be deemed as accepted.
- iii. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

7.2 Service Performance and Feedback

- i. The principal point of contact for the issues arising out of this agreement will be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.
- ii. The Service Provider shall maintain a complaint register during its tenure for the complaints by the buyer and user.
- iii. Feedback from the SPOC of the Buyer shall be maintained (weekly/ monthly, bi-annually) by the Service Provider. The same can be used to track the service standards. Feedback should be taken without any bias of either party. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.

Such service tracking initiatives not only ensures the quality and punctuality of service delivery also reduces the chances of flaws in delivery mechanism. If any variation in attendance sheet, logbook, service feedback is found during the tracking; immediate action can be taken against the party.

8 Penalties and Fine

In case of non-compliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of Contract and Buyer shall have the right to immediately terminate the Contract and can also lead to blacklisting of Service Provider

- a. Cumulative penalties reach 10% of the contract value
- b. Repeated breach of SLAs beyond 3 instances in the entire contract period.
- c. Subcontracting or outsourcing of the contract, in part or whole

Sr. No.	Description	Penalty for Breach			Remarks
		1 st Instance	2 nd Instance	3 rd Instance	
1.	Non deployment of team for Cleaning, Sanitation and Disinfection	Non deployment of team for Cleaning, Sanitation and Disinfection	Non deployment of team for Cleaning, Sanitation and Disinfection	Non deployment of team for Cleaning, Sanitation and Disinfection	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance, which cumulatively should not exceed 10% of overall contract value.

2.	Overall Score between 75% to 85%	Warning	(If score is between 75-85% in second consecutive week) 3% of the Monthly Cleaning, Sanitation and Disinfection cost	(If score is between 75-85% in third consecutive week) 5% of the Monthly Cleaning, Sanitation and Disinfection cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance which cumulatively should not exceed 10%
3.	Overall Score between 65% to 75%	Warning	(If score is between 65-75% in second consecutive week) 5 % of the Monthly Cleaning, Sanitation and Disinfection cost	(If score is between 65-85% in third consecutive week) 8% of the Monthly Cleaning, Sanitation and Disinfection cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance which cumulatively should not exceed 10%
4.	Overall Score below 65%	Warning	(If score is below 65% in second consecutive week) 10 % of the Monthly Cleaning, Sanitation and Disinfection cost	(If score is below 65% in third consecutive week) 15% of the Monthly Cleaning, Sanitation and Disinfection cost	After 3rd instance, the buyer
5.	Failure to address deficiencies pointed out at inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.
6.	Misbehavior/unacceptable behavior by staff/resources	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-	After 2nd instance, the service provider will have to replace the resource

7.	Damage to Buyer's assets or equipment, caused by the Service Provider's staff	Immediate payment of Damages equivalent to the value of the article damaged/lost/theft. Replacement of damaged asset within 2 days	Immediate payment of Damages equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days/ cancellation of contract as decided by the Buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	
8.	In case of subcontracting or outsourcing of the contract, in part or whole.	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the contract value	Cancellation of the contract with cancellation charges @ 10% of the contract value	

*Score will be calculated based on the reference calculation given below in annexure 1 for the reference of Buyer and Service Providers.

9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

9.1 Payment Condition

- i. The payment shall be made as per the financial quotes (INR/sq. Metre.) submitted by the Service Provider and accepted by the Buyer.
- ii. No advance payment shall be made to the Service Provider.
- iii. Payment shall be released only after due verification by the competent authority of Buyer towards satisfactory services during the billing period

9.2 Payment Cycle

- i. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- ii. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

9.3 Payment Process

- i. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- ii. All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- iii. Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.

10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require amending the Agreement, some of such conditions may be as

- i. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
- ii. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- iii. *Amendment of the Contract as per both parties' consent:* Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value:
 - a. Increase or decrease in the quantity of consumables
 - b. Increase or decrease in duration of contract
 - c. Increase or decrease in the service area

11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- i. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- ii. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so. Beside immediate termination of contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited.
- iii. *Breach of SLAs:* The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party. Also, during the notice period, both parties shall continue to discharge their duties and obligation as usual. The Buyer will not be under any obligation to pay compensation or make the payment for which services are not rendered.

Annexure 1

Parameters	Performance	Rating
All the areas properly cleaned. Area is free from any kind of dust, stains, dirt, bad odour, All the consumables are replenished at appropriate time. All the consumable and machinery (as per demand) are available and operational. Cleaning is happening in timely manner. Performance in satisfactory.	Excellent (100%)	4
All the areas properly cleaned. Area is free from any kind of dust, stains, dirt, bad odour, All the consumables are replenished at appropriate time. All the consumable and machinery (as per demand) are available and operational. Cleaning is not happening in timely manner. Performance is acceptable.	Good	3
All the areas are cleaned but there is presence of dust/ stains/dirt/bad odour in non-visible areas . All the consumable and machinery (as per demand) are available and operational. Cleaning is not happening/happening in timely manner. Performance is OK	Average(90%)	2
All the areas are cleaned but there is presence of dust/ stains/dirt/bad odour in visible areas . All the consumable and machinery (as per demand) are not be used/ not available. Cleaning is not happening/happening in timely manner. Poor Performance	Poor (0%)	1
Areas are not cleaned properly, there is presence of dust, stains, dirt, bad odour, in areas and elements. Consumable and machinery are not being used to the satisfaction. Delay in cleaning timelines.	Unacceptable.	0

Location : Govt. Hospital

Area Inclusions	Ratings by Buyer	Maximum Rating
Cabin/OPD	4	4
Washroom	2	4
Lobby	1	4
OT	4	4
Morgue	3	4
Total Score	14	20
Score %	70%	

Feedback	No. of Feedbacks	Weightage	Scores
Excellent	9	100%	9
OK	12	90%	10.8
Poor	25	0%	0
Total	46		19.8
Score %	43%		

Performance evaluation	Score achieved	Weightage	Final Score
Buyers Evaluation	70%	80%	56.00%
Users Evaluation	43%	20%	9%
			12

Total Score

65%

There will be 2 types of evaluator for service quality provided by service provider.

1) Users (Employees/Patients/Visitors etc.)

2) Buyer (Nodal Officer/Consignee of buyer organization)

Service provider need to provide electronic/manual feedback system for users to rate the quality of the service for all type of areas taken in to consideration in contract or where ever the Service provider is providing cleaning, sanitation and disinfection service. Similarly, Buyer nodal officer will also give his feedback to the quality of delivered service. User feedback system should be made available to all the users throughout the period of contract.

Calculation of Buyer feedback Score : Feedback Ratings for all type of area under the contract should be added to reach a cumulative score and then same should be divided by cumulative maximum score to get a final buyer feedback score for quality of services. (Refer to Buyer evaluation table) (Rating system - 0 to 4)

Calculation of User feedback Score : User will provide feed back on the quality of service on parameters of excellent, Ok and Poor. The no. of these feedbacks on each parameter will be counted to get a cumulative no. of feedback received. The no. of counts of each parameter will be multiplied by weightage defined in above table to get the score for each parameter. The overall cumulative score should be divide by total no. of feedback received to get the final user feedback score for the service. (Refer to Buyer evaluation table) (Rating system - Excellent, Ok and Poor)

Now to get the overall final score for the service for a particular billing cycle, the final buyer feedback score X 20% = A and final user feedback score X 80% = B

Final Score = A+B

Disinfection Service- Scope and Guidelines

Over and above the Service Level Agreement (SLA) which is applicable for Cleaning & Sanitation Service , the following Guidelines issued by National Centre for Disease Control (NCDC) and Ministry of Health and Family Welfare (MoH&FW) will also constitute the SLA for Disinfection Service :

a) NCDC Guidelines:

Scope: This document aims to provide interim guidance about the environmental cleaning / decontamination in quarantine camp facilities (e.g. barracks, cubicles in rooms, offices, and toilets, etc.) where persons with potential exposure to COVID-19 have housed.

The causative agent involved in the current outbreaks of 2019-nCoV acute respiratory disease, the 2019-nCoV (genus: Betacoronavirus), belongs to the family of Coronaviridae, a large family of enveloped, positive-sense single-stranded RNA viruses. Coronaviruses are transmitted in most instances through large respiratory droplets and contact transmission, but other modes of transmission have also been proposed worldwide.

The time of survival and the conditions affecting the 2019-nCoV viability in the environment are currently unknown. According to studies assessing the environmental stability of other coronaviruses, the Severe Acute Respiratory Syndrome coronavirus (SARS-CoV) is estimated to survive several days in the environment and the Middle East Respiratory Syndrome-related coronavirus (MERS-CoV) more than 48 hours at an average room temperature (20°C) on different surfaces [1-3].

Environmental cleaning: Due to the potential survival of the virus in the environment for several days, the premises and areas potentially contaminated with the 2019-nCoV should be cleaned before their re-use, using products containing antimicrobial agents known to be effective against coronaviruses. Although there is lack of specific evidence for their effectiveness against 2019-nCoV virus, cleaning with water and household detergents and use of common disinfectant products should be sufficient for general precautionary cleaning. Tests carried out using SARS-CoV showed that sodium hypochlorite is effective.

These guidelines provide guidance for environmental cleaning in quarantine facilities housing people exposed/ potential exposure to COVID-19 and have been adapted based on the Hospital Infection Prevention and Control guidelines drafted by NCDC in collaboration with WHO and other stakeholders.

Area/Items	Item/Equipment	Process	Method/ Procedure
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Clinical Area

General clinical areas	Dust mops Mop	Sweeping Cleaning	<ul style="list-style-type: none"> Sweep with the dust mop or damp mop to remove surface dust. Sweep under the furniture and remove dust from corners. Gathered dust must be removed using a hearth brush and shovel. The sweep tool should be cleaned or replaced after use.
Floors (clinical areas)– daily mopping	(No broom will be used for sweeping) Detergent/ sanitizer–hot water, sodium hypochlorite(1%)	Daily mopping	

Three buckets (one with plain water and one with detergent solution; one bucket for sodium hypochlorite(1%))

- Prepare cleaning solution using detergent with warm water
- Use the three-bucket technique for mopping the floor, one bucket with plain water and one with the detergent solution.
- First mop the area with the warm water and detergent solution.
- After mopping clean the mop in plain water and squeeze it.
- Repeat this procedure for the remaining area.
- Mop area again using sodium hypochlorite 1% after drying the area.
- In between mopping if solution or water is dirty change it frequently.
- Mop the floor starting at the far corner of the room and work towards the door.
- Clean articles between cleaning.

Note: Mopping should be done twice a day

Ceiling and Walls

Sweeping tool Duster Damp dusting
Bowl/ small bucket of soap solution
Plain water

- Damp dusting with a long handled tool for the walls and ceiling done with very little moisture, just enough to collect the dust.
- Damp dusting should be done in straight lines that overlap one another.
- Change the mop head/cover when soiled.

Note: Should be done once a week or after examining a suspect case

Care of mop

Hot water Detergent
Sodium hypochlorite 1%

- Clean with hot water and detergent solution, disinfect it with sodium hypochlorite and keep for

drying upside down.

Doors and door knobs

Damp cloth or Sponge squeeze mop Thorough washing
Detergent

- The doors are to be washed with a brush, using detergent and water once a week (on one defined day); gently apply cloth to soiled area, taking care not to remove paint, then wipe with warm water to remove excess cleaning agent.
- Door knobs and other frequently touched surfaces should be cleaned daily.

Isolation room

Detergent/ Sanitizer- warm water, Terminal cleaning

- Before cleaning an isolation room, liaise with infection

	Sodium hypochlorite (1%) Three buckets (one with plain water and one with detergent solution); separate bucket for sodium hypochlorite (1%)		control team for details of any special requirements. Staff will be instructed on specific cleaning procedures required with reference to <ul style="list-style-type: none"> • Safety uniform to be worn. • Chemicals or disinfectants to be used. • Also, if bed screen and shower screen are to be cleaned or changed, refer cleaning in isolation rooms.
All clinical areas/ Laboratories/ Wherever spill care is required	Sodium hypochlorite (1%) Rag piece Absorbent paper Unsterile gloves Spill care kit Mop Hot water	Blood and body fluid spill care	<ul style="list-style-type: none"> • Wear non-sterile gloves. • For large spills, cover with absorbent paper/ rag piece • if any broken glass and sharps, using a pair of forceps and gloves, carefully retrieve. Use a large amount of folded absorbent paper to collect small glass splinters. Place the broken items into the puncture proof sharps container. • Cover the spill with sodium hypochlorite(1%)for 10-20 minutes contact time. • Clean up spill and discard into infectious waste bin, and mop area with soap and hot water. • Clean the mop and mop area with 1% sodium hypochlorite. • Wash mop with detergent and hot water and allow it to dry.
Stethoscope	Alcohol-based rub/Spirit swab	Cleaning	<ul style="list-style-type: none"> • Should be cleaned with detergent and water. • Should be wiped with alcohol based rub/spirit swab before each patient contact.
BP cuffs and covers	Detergent Hot water	Washing	<ul style="list-style-type: none"> • Cuffsshouldbewipedwithalcohol- based disinfectant and regular laundering is recommended for the cover.
Thermometer	Detergent and water Alcohol rub Individual thermometer holder	Cleaning	<ul style="list-style-type: none"> • Should be stored dry in individual holder. • Clean with detergent and tepid water and wipe with alcohol rub in between patient use. • Store in individual holder inverted. • Preferably one thermometer for each patient.

Injection and dressing trolley	Detergent and water Duster Disinfectant (70% alcohol)	Cleaning	<ul style="list-style-type: none"> ● To be cleaned daily with detergent and water. ● After each use should be wiped with disinfectant.
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Refrigerators	Detergent and water Absorbent paper or clean cloth	Cleaning (weekly)	<ul style="list-style-type: none"> ● Empty the fridge and store things appropriately. ● Defrost, decontaminate and clean with detergent. ● Dry it properly and replace the things. ● Weekly cleaning is recommended.
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Area/Items	Item/Equipment	Process	Method/ procedure
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Lodging area

General cleaning	Detergent and warm water	Daily mopping	<ul style="list-style-type: none"> ● Scrub floors with hot water and detergent with using minimal water. (Do not pour the water.) ● Clean with plainwater. ● Allow to dry ● Hypochlorite 1% mopping can be done.
	Mop	Floors	Note: Recommend general cleaning procedure should be done twice a day
	Two buckets Clean	Thorough	
	utility gloves	washing	
	Handmops		

Lockers, tables, cupboard, wardrobes,	Damp duster Warm water Detergent Dry duster	Damp dusting	<ul style="list-style-type: none"> ● Damp dust with warm water and detergent.
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benches, shelves

and cots

Railings Detergent/ Sanitizer-hotwater, Daily dusting sodium hypochlorite 1% ● Damp dust with warm water and detergent followed by disinfection with hypochlorite

Three small buckets/ or big bowls

One with plain water

One with detergent solution

One for sodium

hypochlorite 1%

Mirrors and Warm water Cleaning ● Using warm water and a small quantity of detergent and using a damp cloth, wipe over the mirror and surround, then using a dry lint-free cloth, buff the mirror and glass to a clean dryfinish.

Glass Detergent water/

cleaning solution

Damp cloth Wiper

Sluice room Stainless Powder cleanser Detergent Cleaning ● Sinks are to be cleaned witha powder cleanser.
 steel/ Any other sink powder Wiper ● Firstwetthesink.Sprinkleonalittle powder cleanser and work around the surface with a cloth, include the plughole.
 Cloth ● Do not use the powder cleanseron dry sink.
 ● After removing spillage and any stains, flush away withrunning water. Wipe down the surface of the sink.

Pantry furniture Duster Dusting ● Dampdust

Telephone Warm water detergent solution General cleaning ● Damp dust with warm waterand detergent.
 Duster ● **Paying special attention to the ear and mouth piece and dry it properly.**

Desks Damp cloth Furniture polish Dusting ● Wipe top sides and draw handles with a damp cloth. Wooden desks should be cleaned with furniture polish and buffed to clear glows. Pen holder etc. to be cleanedordusted.

Chairs (Vinyl)	Warm water and detergent	Cleaning	<ul style="list-style-type: none"> Wipe down with warm water and detergent. Remove any marks under arms and seat. Check for damage to stoppers, if stopper require replacement, report to maintenance department.
Furniture and fittings	Warm water and detergent Rag piece	Dusting	<ul style="list-style-type: none"> Using warm water and detergent, damp dust all furniture and fittings, including chairs, stools, beds, tables, cupboards, wardrobes, lockers, trolleys, benches, shelves and storage racks, waste/ bins, fire extinguishers, oxygen cylinders, televisions window sills and dry properly.
Bed tables, bedside lockers	Warm water and detergent Wiper Duster	Cleaning	<ul style="list-style-type: none"> Wipe down over bed table. Wipe top and underneath base and stand, using warm water and detergent. Dry on completion. Wipe down the bedside. Remove marks from fronts of draws and sides. Using warm water and detergent, wash the top to remove any sticky marks and dust.
Light switches and over-bed lights	Damp cloth (never wet) Detergent Warm water	Cleaning	<ul style="list-style-type: none"> Light switches to be cleaned of dust, spots and finger marks. Clean with a damp cloth (never wet) and detergent. Over-bed lighting to be damp dusted. Clean with warm water and detergent.
Curtains	Soft clothes Water Mild soap solution	Cleaning	<ul style="list-style-type: none"> Clean with water and soap for curtains
White clothes	Sodium hypochlorite 1% Tap water	Washing	<ul style="list-style-type: none"> Should be washed under running water and soaked in 1% sodium hypochlorite for 20 minutes. <p>Note: PPE should be worn while washing soiled linen.</p>
Mattress and pillow covers (cloth)	Tap water	Washing	<ul style="list-style-type: none"> Mattress and pillows should be covered with a reusable mattress cover. It should be changed for each patient and when soiled sent to the laundry according to schedule.
Mattress/ Pillow with rexin cover	Sodium hypochlorite 1%	Terminal Damp dusting and cleaning	<ul style="list-style-type: none"> If with rexin cover, can be cleaned with 1% sodium hypochlorite before use for next patient If routine mattress, dry it in bright sunlight for 1-2 days before using for next patient

Normal/ Sunlight Drying in sunlight

without rexin

Water jars Vim powder Soap and water Cleaning

- Recommended boiled water for drinking
- Water jars should be scrubbed/ cleaned with soap and water and boiled water before filling with water.

Areas Agents / Toilet cleaner Procedure

Cleaning of toilets

Toilet pot/ commode Sodium hypochlorite 1%/
Soap powder / long handle angular brush

- Inside of toilet pot/commode:
- Scrub with the recommended agents and the long handle angular brush.
- Outside: Clean with recommended agents; use a nylon scrubber.

Lid/commode Nylon scrubber and soap powder

- Wet and scrub with soap powder and the nylon scrubber inside and outside

Toilet floor Soap powder and scrubbing brush/ nylon broom

- Scrub floor with soap powder and the scrubbing brush
- Wash with water
- Use sodium hypochlorite 1% dilution

Tap Nylon scrubber and soap powder

- Wet and scrub with soap powder and the nylon scrubber.

Outside sink Soap powder and nylon scrubber

- Scrub with the nylon scrubber.

Showers area / Taps and fittings Warm water Detergent powder Nylon Scrubber

- Thoroughly scrub the floors/tiles with warm water and detergent
- Wipe over taps and fittings with a damp cloth and detergent.
- Care should be taken to clean the underside of taps and fittings.
- Taps should be dried after cleaning

Soap dispensers Detergent and water

- Daily dusting
- Should be cleaned weekly with detergent and water and dried.

Note: Dry the floors with a separate drying mop.

Service Formula:

Number of cycles*Total Area in Sq. Metre*Frequency of service*Standard unit rate per frequency per cycle

MoHFW Guidelines may be accessed from the below mentioned link:

<https://www.mohfw.gov.in/pdf/Guidelinesondisinfectionofcommonpublicplacesincludingoffices.pdf>

Nano tech/Laser cleaning/Antimicrobial Coating Service – SLA and Guidelines

Over and above the Service Level Agreement (SLA) which is applicable for Cleaning & Sanitation Service,if the buyer selects Nano tech/Laser cleaning/Antimicrobial Coating Service as nature of service, the following will alsoconstitute the SLA for buyers and service providers:

- Microbial Assessment of all high touch surfaces before service using ATP Detection Method or TVC Culture Test to know the current level of risk.
- Disinfection of the whole of indoor areas of the facility using government approved chemical through ULV Fogging method to kill all microbes from every hard and soft surfaces.
- Electrostatic Application of Organosilane Antimicrobial to protect the whole of indoor areas of the facility for a minimum period of 30 days. The antimicrobial protection to be applied on every hard and soft surface.
- Microbial assessment of all high touch surfaces post service on the same day using ATP detection method or TVC culture test.
- Periodic microbial assessment every 15 days of all high touch surfaces post service on the same day using ATP detection method or TVC culture test to analyze the efficacy of antimicrobial treatment and planning for re-treatment cycle.

Scope and Guidelines for HealthcareSpace

Over and above the Service Level Agreement (SLA) which is applicable for Cleaning & Sanitation Service,if the buyer selects Healthcare as type of space,the guideline as mentioned in the NationalGuidelines for Clean Hospitals 2015 will alsoconstitute the SLA for buyer and service providers.

https://main.mohfw.gov.in/sites/default/files/7660257301436254417_0.pdf

Additional Data/Document(s) : Seller | अतिरिक्त डेटा/दस्तावेज़ : विक्रेता

1. Attested Copy Of The Labour License Under The Contract Labour (regulation & Abolition) Act : [click here](#)
2. Attested Copy Of The Employee Provident Fund Registration Certificate : [click here](#)
3. Self-attested Copy Of Telephone Bill/electricity Bill/registered Lease Deed Supporting The Address For The Presence Of Geographical Presence : [click here](#)
4. The Entity Should Be Either Registered As A Company Under Companies Act 1956/ 2013 Or As A Partnership (including Limited Liability Partnership) Under Partnership Act, 1932 :[click here](#)
5. Statutory Auditors Certificate/ Ca Certificate/ Audited Financial Statements : [click here](#)
6. Certificate (Requested in ATC) : [click here](#)

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	Bank Of Baroda
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	5.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

- 2.1 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2.2 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

2.3 Generic

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

2.4 Buyer Added Bid Specific ATC:

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

2.5 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution

certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.6 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.7 Payment:

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।