

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687787731573

अनुबंध तिथि | Contract Generated Date : 31-Jan-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4362582](#)

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

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

परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : nd@cdsco.nic.in जीएसटीआईएन   GSTIN : - पता   Address : FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India	Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Bench Chemist; Graduate Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator Manpower Outsourcing Services - Minimum wage - Semi-skilled; Healthcare; Laboratory Assistant/Attendant Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Office Helper

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	81C0180000104218
कंपनी का नाम   Company Name :	THE PERFECT BAZAR
संपर्क नंबर   Contact No. :	09582506363
ईमेल आईडी   Email ID :	tpb.outsource@gmail.com
पता   Address :	C-23,DSIIDC COMPLEX,KALYAN PURI, East Delhi, DELHI-110091, -
एमएसएमई सत्यापित   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-DL-02-0006031
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	07EHQPK2955F1ZZ

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

### सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-Feb-2024 सेवा समाप्ति तिथि | Service End Date : 03-Oct-2024

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

बिलिंग चक्र | Billing Cycle: monthly

विवरण   Description	Number of Resources to be hired	Percentage of Service charge
Type of Function	72	3.85
Healthcare		
List of Profiles		
Bench Chemist		
Educational Qualification		
Graduate		
Specialization		
Science, B Pharma or Bsc		
Post Graduation		
Required		
Specialization for PG		
Science, M Pharma or Msc		
Experience		
3 to 7 Years		
District		
NA		
Zipcode		
NA		
Basic monthly pay (INR) exclusive of GST		
33600		
Bonus (INR Monthly)		
0		
EDLI (INR Monthly)		
0		

EPF Admin Charges (INR Monthly)	0
Optional Allowances 1 (INR Monthly)	0
Optional Allowances 2 (INR Monthly)	0
Optional Allowances 3 (INR Monthly)	0
Provident Fund (INR Monthly)	1950
ESI (INR Monthly)	0
Tenure/ Duration of Employment (In Months)	8

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

((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 )

एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	24950980.8
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	24950980.8

**अतिरिक्त जानकारी | Additional Details**  
 • Designation : Bench Chemist

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

**बिलिंग चक्र | Billing Cycle: monthly**

विवरण   Description		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Skilled	7	3.85
Type of Function	Admin		
List of Profiles	Data Entry Operator		
Educational Qualification	Graduate		
Specialization	Commerce, Science, Management( Marketing/Operations/Finance/ General		
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	888		
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)	8		

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

((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) )

एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	1708492.97
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	1708492.97

**अतिरिक्त जानकारी | Additional Details**  
 • Designation : Data Entry Operator

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

**बिलिंग चक्र | Billing Cycle: monthly**

विवरण   Description	Number of Resources to be hired	Percentage of Service charge inclusive of GST
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Skill Category	Semi-skilled		
Type of Function	Healthcare		
List of Profiles	Laboratory Assistant/Attendant		
Educational Qualification	Graduate		
Specialization	Science, Medicine, Bsc and 12th		
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	816	10	3.85
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)	8		

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

( (((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (I NR 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)+Option al Allowances 3 (INR per day) )\*Number of working days in a month)\*1.18 + (Perce ntage 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) )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	2258221.68
कुल एडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	2258221.68
<b>अतिरिक्त जानकारी   Additional Details</b>	
• Designation : Lab Assistant	

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

**बिलिंग चक्र | Billing Cycle: monthly**

विवरण   Description	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	
Minimum daily wage (INR) exclusive of GST	816	6
Bonus (INR per day)	0	3.85
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)	8	

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

( (((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (I NR 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)+Option al Allowances 3 (INR per day) )\*Number of working days in a month)\*1.18 + (Perce ntage 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) )

) \*Number of Resources to be hired \*Tenure/ Duration of Employment (in months) )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	1354933.01
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	1354933.01

अतिरिक्त जानकारी   Additional Details	
● Designation : Office Assistant	

### अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	30272628.46
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### एसएलए विवरण | SLA Details

#### 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

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)
  - viii. 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:

		Deductions		
S. No.	Description	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

Deductions

S. No.	Description	1st Instance	2nd Instance	3rd Instance
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, 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)

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12. The Building and Other Construction 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

#### शुद्धिपत्र | Corrigendum

1. GeM-Bidding-Corr-5763789-1-LCS.pdf [यहाँ क्लिक करें](#) [click here](#)
2. तक बढ़ाया गया | Extended Upto : 2023-12-26 20:00:00
3. तक बढ़ाया गया | Extended Upto : 2023-12-27 20:00:00

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

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](#)

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

1. Statutory Auditor Certificate : [click here](#)
2. Certificate (Requested in ATC) : [click here](#)
3. Epf Challans, Esi Challans Or Bank Statements Indicating The Credited Epf Or Service Provider Had Esi/epf Or Wages : [click here](#)
4. Auditor Certificate For Profit Making Entity In Last 3 Yrs : [click here](#)
5. Copy Of Certificate For Incorporation/registration Of Bidding Entity Under Appropriate Act/authority In India : [click here](#)
6. Registration Certificate For Presence In Geographical Location : [click here](#)
7. Project Experience And Certificates With Respect To Eligibility Criteria : [click here](#)

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	Bank Of Baroda
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%) :	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

## नियम और शर्तें | Terms and Conditions

### 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 *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.
- 2.5 *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 *Forms of EMD and PBG*  
Bidders can also submit the EMD with Account Payee Demand Draft in favour of  
PAO, DGHS, NEW DELHI  
payable at  
PAO, DGHS, NEW DELHI  
.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
- 2.7 *Forms of EMD and PBG*  
Bidders can also submit the EMD with Banker's Cheque in favour of  
PAO, DGHS, NEW DELHI  
payable at  
PAO, DGHS, NEW DELHI  
.  
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
- 2.8 *Buyer Added Bid Specific ATC*  
Buyer uploaded ATC document [Click here to view the file](#).

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

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

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687767747366

अनुबंध तिथि | Contract Generated Date : 19-Jan-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4345879](#)

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

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

### परोक्षिती विवरण | Consignee Details

क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : nd@cdsco.nic.in जीएसटीआईएन   GSTIN : - पता   Address : FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India	Manpower Outsourcing Services - Fixed Remuneration - Professional Consultant; Professional Consultant; Post Graduate Manpower Outsourcing Services - Fixed Remuneration - Legal Consultant; Legal Consultant; Post Graduate Manpower Outsourcing Services - Fixed Remuneration - Admin; Librarian; Post Graduate Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Sr. Research Scientist; Post Graduate Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Research Scientist; Post Graduate Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Technical Data Associate (TDA/Admn/Finance); Post Graduate Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Sr. Technical Data Associate (Sr. TDA); Post Graduate Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Technical Data Associate (TDA); Graduate Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Sr. Bench Chemist; Post Graduate Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Bench Chemist; Graduate Manpower Outsourcing Services - Fixed Remuneration - Admin; Admin Officer; Graduate Manpower Outsourcing Services - Fixed Remuneration - Finance/Accounts; Accounts Officer; Graduate Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Veterinary Inspector; Graduate Manpower Outsourcing Services - Fixed Remuneration - IT-Technical; System Analyst; Graduate

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	943B180000421049
कंपनी का नाम   Company Name :	KUSHWAHA SERVICES
संपर्क नंबर   Contact No. :	09810999319
ईमेल आईडी   Email ID :	kushwaha_services@yahoo.com
पता   Address :	HOUSE NO.249,BLOCK - A,GALI NO.5,NORTH VINOD NAGAR, DELHI, Delhi-110092, -
एमएसएमई सत्यापित   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-DL-02-0006163
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Female
जीएसटीआईएन   GSTIN:	07AHBPR2333K1ZC

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

### सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-Feb-2024

सेवा समाप्ति तिथि | Service End Date : 01-Feb-2025

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

**बिलिंग चक्र | Billing Cycle: monthly**

विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	Professional Consultant	8	3.85
List of Profiles	Professional Consultant		
Educational Qualification	Post Graduate		
Specialization	Science, Pharmacy		
Post Graduation	Required		
Specialization for PG	Pharmacy		
Experience	7 to 10 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	55125		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		

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

((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 )

एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	6676405.2
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	6676405.2

**अतिरिक्त जानकारी | Additional Details**

- Designation : Professional Consultant

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

**बिलिंग चक्र | Billing Cycle: monthly**

विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	Legal Consultant	1	3.85
List of Profiles	Legal Consultant		
Educational Qualification	Post Graduate		
Specialization	Law		
Post Graduation	Required		
Specialization for PG	Law		
Experience	7 to 10 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	79380		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	0		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		

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

((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 )

एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	1160694.36
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कुल एडऑन मूल्य   Total Addon Value(INR)		0	
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		1160694.36	
अतिरिक्त जानकारी   Additional Details			
• Designation : Legal Consultant			
<b>श्रेणी नाम   Category Name : Manpower Outsourcing Services - Fixed Remuneration</b>			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	Admin	2	3.85
List of Profiles	Librarian		
Educational Qualification	Post Graduate		
Specialization	Science, Librarian Science		
Post Graduation	Required		
Specialization for PG	Librarian Science		
Experience	3 to 7 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	24255		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b>			
( ((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 )			
एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		766339.02	
कुल एडऑन मूल्य   Total Addon Value(INR)		0	
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		766339.02	
अतिरिक्त जानकारी   Additional Details			
• Designation : Librarian			
<b>श्रेणी नाम   Category Name : Manpower Outsourcing Services - Fixed Remuneration</b>			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	Healthcare	1	3.85
List of Profiles	Sr. Research Scientist		
Educational Qualification	Post Graduate		
Specialization	Science, Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/ E&E/Prod./Chem./Biotech), Medical Device		
Post Graduation	Required		
Specialization for PG	Science, Engineering (Civil/Mech /Elec./IT/Comp Sc./Electronics/E&E/Prod./Chem./Biotech), Medical Device		
Experience	3 to 7 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	88200		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		



Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		

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

((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 )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	1318173.3
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	1318173.3

**अतिरिक्त जानकारी | Additional Details**

• Designation : Senior Research Scientist

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

**बिलिंग चक्र | Billing Cycle: monthly**

विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	Healthcare	2	3.85
List of Profiles	Research Scientist		
Educational Qualification	Post Graduate		
Specialization	Science, Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/ E&E/Prod/Chem./Biotech)		
Post Graduation	Required		
Specialization for PG	Science, Engineering (Civil/Mech /Elec./IT/Comp Sc./Electronics/E&E/Prod/Chem./Biotech)		
Experience	0 to 3 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	55125		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		

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

((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 )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	1669101.3
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	1669101.3

**अतिरिक्त जानकारी | Additional Details**

• Designation : Research Scientist

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

**बिलिंग चक्र | Billing Cycle: monthly**

विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	Healthcare		
List of Profiles	Technical Data Associate (TDA/Admn/Finance)		
Educational Qualification	Post Graduate		
Specialization	Science, Commerce, Management( Marketing/Ope rtions/Finance/ General		

Post Graduation	Optional		
Specialization for PG	Science, Commerce, Management(Marketing/Operations /Finance/General		
Experience	10 to 15 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	47250	7	3.85
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	0		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b>			
( ((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 )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			4836226.5
कुल ऐडऑन मूल्य   Total Addon Value(INR)			0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			4836226.5
<b>अतिरिक्त जानकारी  Additional Details</b>			
● Designation : TDA (Admn./Finance)			
<b>श्रेणी नाम   Category Name : Manpower Outsourcing Services - Fixed Remuneration</b>			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
<b>विवरण   Description</b>		<b>Number of Resources to be hired</b>	<b>Percentage of Service charge</b>
Type of Function	Healthcare		
List of Profiles	Sr. Technical Data Associate (Sr. TDA)		
Educational Qualification	Post Graduate		
Specialization	Science, Pharmacy		
Post Graduation	Optional		
Specialization for PG	Science, Pharmacy		
Experience	0 to 3 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	46305	20	3.85
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b>			
( ((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 )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			14111692.2
कुल ऐडऑन मूल्य   Total Addon Value(INR)			0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			14111692.2
<b>अतिरिक्त जानकारी  Additional Details</b>			
● Designation : Senior Technical Data Associate			

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

**बिलिंग चक्र | Billing Cycle: monthly**

विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	Healthcare	57	3.85
List of Profiles	Technical Data Associate (TDA)		
Educational Qualification	Graduate		
Specialization	Science, Pharmacy		
Post Graduation	Optional		
Specialization for PG	Science, Pharmacy		
Experience	0 to 3 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	35280		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		

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

((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 )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	31029492.42
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	31029492.42

<b>अतिरिक्त जानकारी   Additional Details</b>
• Designation : Technical Data Associate

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

**बिलिंग चक्र | Billing Cycle: monthly**

विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	Healthcare	3	3.85
List of Profiles	Sr. Bench Chemist		
Educational Qualification	Post Graduate		
Specialization	Science, MSC Microbiology and PhD Microbiology		
Post Graduation	Optional		
Specialization for PG	Science, MSC Microbiology and PhD Microbiology		
Experience	0 to 3 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	38587		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		

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

((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 )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	1778196.04
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कुल एडऑन मूल्य   Total Addon Value(INR)		0	
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		1778196.04	
अतिरिक्त जानकारी   Additional Details			
• Designation : Senior Bench Chemist			
<b>श्रेणी नाम   Category Name : Manpower Outsourcing Services - Fixed Remuneration</b>			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	Healthcare	133	3.85
List of Profiles	Bench Chemist		
Educational Qualification	Graduate		
Specialization	Science, Pharmacy		
Post Graduation	Optional		
Specialization for PG	Science, Pharmacy		
Experience	0 to 3 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	35280		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b>			
( (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 )			
एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		72402148.98	
कुल एडऑन मूल्य   Total Addon Value(INR)		0	
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		72402148.98	
अतिरिक्त जानकारी   Additional Details			
• Designation : Bench Chemist			
<b>श्रेणी नाम   Category Name : Manpower Outsourcing Services - Fixed Remuneration</b>			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	Admin	9	3.85
List of Profiles	Admin Officer		
Educational Qualification	Graduate		
Specialization	Science, Commerce, Management( Marketing/Operations/Finance/General		
Post Graduation	Optional		
Specialization for PG	Science, Management(Marketing/Operations /Finance/General, Commerce		
Experience	3 to 7 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	38587		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		

Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b>			
( ((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 )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		5334588.13	
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		5334588.13	
<b>अतिरिक्त जानकारी   Additional Details</b>			
• Designation : Consultant (Admn./Fin.)			
<b>श्रेणी नाम   Category Name : Manpower Outsourcing Services - Fixed Remuneration</b>			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
<b>विवरण   Description</b>		<b>Number of Resources to be hired</b>	<b>Percentage of Service charge</b>
Type of Function	Finance/Accounts	7	3.85
List of Profiles	Accounts Officer		
Educational Qualification	Graduate		
Specialization	Commerce, Management( Marketing/Operations/Finance/ General		
Post Graduation	Optional		
Specialization for PG	Management(Marketing/Operations /Finance/General, Commerce		
Experience	3 to 7 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	38587		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b>			
( ((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 )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		4149124.1	
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		4149124.1	
<b>अतिरिक्त जानकारी   Additional Details</b>			
• Designation : Account Officer			
<b>श्रेणी नाम   Category Name : Manpower Outsourcing Services - Fixed Remuneration</b>			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
<b>विवरण   Description</b>		<b>Number of Resources to be hired</b>	<b>Percentage of Service charge</b>
Type of Function	Healthcare		
List of Profiles	Veterinary Inspector		
Educational Qualification	Graduate		
Specialization	Science, Medicine, BVSC		
Post Graduation	Optional		
Specialization for PG	Science, Medicine, BVSC		
Experience	0 to 3 Years		
District	NA		
Zipcode	NA		

Basic monthly pay (INR) exclusive of GST	33075	1	3.85
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		

<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b>			
( ((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 )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			512135.55
कुल ऐडऑन मूल्य   Total Addon Value(INR)			0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			512135.55

<b>अतिरिक्त जानकारी   Additional Details</b>			
• Designation : Veterinary Officer			

<b>श्रेणी नाम   Category Name : Manpower Outsourcing Services - Fixed Remuneration</b>			
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<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
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विवरण   Description		Number of Resources to be hired	Percentage of Service charge
Type of Function	IT-Technical	2	3.85
List of Profiles	System Analyst		
Educational Qualification	Graduate		
Specialization	BCA, Commerce, Science		
Post Graduation	Optional		
Specialization for PG	Science, BSC, BCA		
Experience	0 to 3 Years		
District	NA		
Zipcode	NA		
Basic monthly pay (INR) exclusive of GST	27562		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	0		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	1950		
ESI (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	12		

<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b>			
( ((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 )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			863048.93
कुल ऐडऑन मूल्य   Total Addon Value(INR)			0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			863048.93

<b>अतिरिक्त जानकारी   Additional Details</b>			
• Designation : System Analyst			

<b>अनुबंध की राशि   Amount of Contract</b>			
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सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)			146607366.03
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<b>एसएलए विवरण   SLA Details</b>			
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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)
  - viii. 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
	If the employee is absent or takes	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1day	Substitute within 2 days of intimation from	

S. No.	Description	1st Instance	2nd Instance	3rd Instance
5	leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	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

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

- The Minimum Wages Act, 1948
- 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 Construction 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

#### शुद्धिपत्र | Corrigendum

1. GeM-Bidding-Corr-5745536-1-LCS.pdf : [यहां क्लिक करें](#) | [click here](#)
2. GeM-Bidding-Corr-5745536-1.pdf : [यहां क्लिक करें](#) | [click here](#)
3. तक बढ़ाया गया | Extended Upto : 2023-12-23 19:00:00

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

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](#)

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

1. Statutory Auditor Certificate : [click here](#)
2. Project Experience And Certificates With Respect To Eligibility Criteria : [click here](#)
3. Epf Challans, Esi Challans Or Bank Statements Indicating The Credited Epf Or Service Provider Had Esi/epf Or Wages : [click here](#)
4. Auditor Certificate For Profit Making Entity In Last 3 Yrs : [click here](#)
5. Copy Of Certificate For Incorporation/registration Of Bidding Entity Under Appropriate Act/authority In India : [click here](#)
6. Registration Certificate For Presence In Geographical Location : [click here](#)
7. Certificate (Requested in ATC) : [click here](#)

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	Bank Of Baroda
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%) :	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

#### नियम और शर्तें | Terms and Conditions

##### 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 *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.

### 2.6 *Forms of EMD and PBG:*

Bidders can also submit the EMD with Banker's Cheque in favour of

PAO, DGHS, NEW DELHI

payable at

PAO, DGHS, NEW DELHI

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

### 2.7 *Forms of EMD and PBG:*

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

PAO, DGHS, NEW DELHI

payable at

PAO, DGHS, NEW DELHI

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

### 2.8 *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.

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

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

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687765784055

अनुबंध तिथि | Contract Generated Date : 21-Mar-2024

<b>संगठन विवरण   Organisation Details</b> प्ररूप   Type : Central Government मंत्रालय   Ministry : Ministry of Health and Family Welfare विभाग   Department : Department of Health and Family Welfare संगठन का नाम   Organisation Name : Application for Licensing कार्यालय क्षेत्र   Office Zone : Central Drugs Standard Control Organization Hq	<b>खरीदार विवरण   Buyer Details</b> पद   Designation : Deputy Director Administration संपर्क नंबर   Contact No. : 011-23236971-311 ईमेल आईडी   Email ID : pawank.doc@nic.in जीएसटीआईएन   GSTIN : 07DELO04128F1DD पता   Address : FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India
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<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DCG(I) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : DCG(I)	<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> भुगतान का तरीका   Role: DDO भुगतान का तरीका   Payment Mode: PFMS पद   Designation : Drugs Inspector ईमेल आईडी   Email ID : dpandey@cdsco.nic.in जीएसटीआईएन   GSTIN : - पता   Address: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India
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<b>परोक्षिती विवरण   Consignee Details</b>		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 011-23236971-311 ईमेल आईडी   Email ID : pawank.doc@nic.in जीएसटीआईएन   GSTIN : 07DELO04128F1DD पता   Address : FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India	Annual Maintenance Service - Photocopier Machine - Photocopier Machine; Konica Minolta; Any Service Provider

<b>सेवा प्रदाता विवरण   Service Provider Details</b>	
जेम विक्रेता आईडी   GeM Seller ID :	7TGE230009242517
कंपनी का नाम   Company Name :	SANDEEP ENTERPRISES
संपर्क नंबर   Contact No. :	09818557008
ईमेल आईडी   Email ID :	sandeepgem2023@gmail.com
पता   Address :	31/9, Ashok Nagar, Tilak Nagar, West Delhi, DELHI-110018, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-DL-11-0071517
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	07AALHN0414Q1ZV

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

<b>सेवा विवरण   Service Details</b>	
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 28-Mar-2024	सेवा समाप्ति तिथि   Service End Date : 27-Mar-2025
श्रेणी नाम   Category Name : Annual Maintenance Service - Photocopier Machine	

<b>बिलिंग चक्र   Billing Cycle: weekly</b>		
विवरण   Description	Quantity	AMC charge per Photocopier Machine per anum
Type Of Asset	Photocopier Machine	55396
Make/Brand Of Assets	Konica Minolta	
Status of Annual Maintenance Service Provider	Any Service Provider	

<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b> (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)	
एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	498564
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	498564.00

<b>अनुबंध की राशि   Amount of Contract</b>	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	498564

<b>एसएलए विवरण   SLA Details</b>
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**PREAMBLE:** Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersedes over the GTC.a

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

#### **Agreement Overview**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

#### **Objective and Goals**

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer. Depict Terms and Conditions for all the involved stakeholders.

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 mentioned terms and conditions and have agreed to comply the same.

#### **Stakeholders**

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

#### **Scope of the AMC Services**

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The AMC Vendor shall carry out preventive maintenance Services as per schedule indicated in bid document .If nothing indicated PMS will be done once in at three months during currency of the contract.. The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per bench marked maintenance practices / OEM manuals and to provide efficient engineering services in the user premises. Continuous efforts should be made by SPA to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers and for this all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

#### **Comprehensive Annual Maintenance Contract Services for Photocopier**

Comprehensive AMC includes all parts of the equipment. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

#### **Buyer Obligations**

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.
4. 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."

#### **Service Provider Obligations**

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/place where they are placed/located. If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in this task and ensure this to be done under his supervision
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
- 3.Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises . Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises."Bidder will provide contact point and escalation matrix

4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the PCs and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc

5. The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format

6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document .

7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information.

### Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding ), make & model to enable the service provider to quote Sharing the machines serial nos may be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of parts and maintenance will be provided by the service provider at no extra charge to the buyer except for out of scope items indicated at end of document."

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time , and Buyer may make alternative arrangements for the servicing/maintenance of the equipment to avoid productivity . Under such circumstances Service Provider would reimburse the cost of such arrangements

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document . The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies shall be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer . "Post contract award, Bidder shall provide the escalation matrix and call logging mechanism"

### Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.
2. In case the system is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the first buyer may choose to get the same repaired by or part replaced by other authorised / suitable service agency and the cost and expenditure incurred therein shall be recoverable from the service provider

### System Uptime

The breakdown time will be worked out as under: -

**Total Machine's Days(X)** = (NO of equipment under AMC) \* No. of working day in a quarter.

**Breakdowns (Y)** = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime=  $(X-Y)/X * 100$ .

**The selected bidder shall ensure minimum 95% uptime .**

### Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

### Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value for t. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

### Penalties

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach	
				1 Instance	2 Instance
				>2, 1% will be charged from the order	
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA		
2.	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3.	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract

**Service Formula:**

AMC charge per Photocopier Machine per annum\*Quantity\*Contract Period/365

**ईपीबीजी विवरण | ePBG Detail**

NA

**नियम और शर्तें | Terms and Conditions**

**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

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

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



## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687739324031

अनुबंध तिथि | Contract Generated Date : 20-Jun-2024

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

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

<b>परेषिती विवरण   Consignee Details</b>		
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : anshul.bhaskar@nic.in जीएसटीआईएन   GSTIN : - पता   Address : FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India	Packaged Drinking Water Service

<b>सेवा प्रदाता विवरण   Service Provider Details</b>	
जेम विक्रेता आईडी   GeM Seller ID : FF8B200001085735 कंपनी का नाम   Company Name : KENZO NUTRICO PRIVATE LIMITED संपर्क नंबर   Contact No. : 09810246160 ईमेल आईडी   Email ID : customercare@kenzonutrico.net पता   Address : KHASRA NO.1126,,Village Barola,Noida,Gautam Buddha Nagar, Gautam Buddha nagar, UTTAR PRADESH-201304, - एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 09AAHCK1401B1Z6 (R)	

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

<b>सेवा विवरण   Service Details</b>	
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सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 27-Jun-2024 सेवा समाप्ति तिथि | Service End Date : 26-Jun-2025

श्रेणी नाम | Category Name : Packaged Drinking Water Service

बिलिंग चक्र | Billing Cycle: monthly

विवरण   Description	Number of Cans (Per Day)	Price per Can (INR)	
Water Type	Packaged Drinking Water	22	79
Service Delivery	All Days in a Week		
Brand	Aquafina, Patanjali, Kingfisher, Kinley		
Number of Service Days in a Month	22		

कुल राशि (सूत्र) | Total Amount (Formula) :  
( Price per Can (INR)\*Number of Cans (Per Day)\*Number of Service Days in a Month\*Contract Period/30 )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	465204.67
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	465204.67

अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य | Total Contract Value Including All Duties and Taxes(INR) 465204.67

एसएलए विवरण | SLA Details

# 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and packaged water services provider. The purpose of this agreement is to facilitate implementation of Package Drinking water Services at the buyer's premises. This Agreement outlines the scope of work, buyer's obligations and special terms and conditions of services covered as they are mutually understood by 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.

## 2. Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to: Provide clear reference to service ownership, accountability, roles and/or responsibilities. Present a clear, concise and measurable description of service provision to the customer. Establish Terms and Conditions for all the involved stakeholders to ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. Thus, the agreement will act as a reference document that both the parties have understood the aforementioned terms and conditions and have agreed to comply by the same.

## 3. Stakeholders

Following are the main stakeholders associated with this agreement: Service Provider, Buyer, Paying Authority. The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

## 4. Service Scope

The scope of this agreement includes supply of packaged drinking water in 20 liters water bottles at buyer premises or premise(s) mentioned by buyer. The service provider shall also provide service add-ons as selected / specified by buyer in service request. Service provider shall render the services as per the prices quoted at GeM portal. The service provider shall keep optimum buffer stock at buyer's premises sufficient enough to meet each day's demand. Storage place for buffer stock of bottles shall be provided by buyer.

### 4.1 Delivery and Return

1. Service Provider would provide the ordered quantity of water bottle daily at the Buyer's premises. This would be approximately equivalent to quantity specified by buyer at the time of service request.
2. The time frequency of delivery would be mutually agreed between buyer and service provider. Any delay or missed delivery shall attract penalty as per provisions of this contract.
3. Service provider shall render services as per the rates quoted at GeM portal and shall not charge any other extra cost for delivery and return.
4. Service Provider shall maintain a log for the number of bottles supplied every day along with the record of each of rejection instances / other instances such as delayed delivery or failure to deliver.
5. Service provider is liable to replace bottles if they are found to be damaged, dirty, seal broken or opened or rejected by user department due to visual impurities or other impurities.

### 4.2 Water Dispenser

The Service provider is not liable to provide water dispensers along with bottles unless otherwise bought as an "add-on" by buyer.

### 4.3 Quality

1. Service provider shall only supply bottles with ISI marking conforming to IS: 14543, BIS and FSSAI standards.
2. Service provider shall ensure that bottles supplied are not damaged, in reasonably good condition, not yellowish or faded and with untampered seal.
3. The water should be visually clear and free of any suspended particles.
4. Packaging date of water bottles supplied should not be older than one week from the date of delivery.
5. In an event that packaging date exceeds beyond 1 week at the time of delivery then the bottle shall be replaced immediately by service provider at no extra cost to buyer. Penalties for repeated instances shall be applicable as per provisions of the contract.
6. There should be computerized coding mentioning manufacturing date, MRP and Batch No.

## 5. Terms and Conditions

### Buyer Obligations

1. Buyer would ensure that the empty bottles are returned to the Service Provider in original condition without any damages.
2. Buyer shall allot proper space for storing empty / filled water bottles.
3. Buyer shall inspect each lot of Packaged Drinking Bottles at the time of delivery and reject improperly marked / worn out / leaking / without ISI, BIS or FSSAI marks / without date of packaging bottles or bottles older than 1 week (from packaging date ) at the time of delivery.
4. Buyer to verify the log book and record each of rejection instances / other instances such as delayed delivery or failure to deliver for claiming damages at the time of billing.
5. Buyer shall check if supplier has provided the agreed quantity as per the order, in case of shortage it should be reported.
6. Service provider shall deliver the water bottles at buyer's premises as per the decided frequency and it shall be buyer's responsibility to replenish the bottles at dispensers.
7. **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."

Payment calculation would be as below:

**Payment** = Price per Can (INR)\*Number of Cans (Per Day)\*Number of Service Days in a Month\*Contract Period/30

## 6 Special Terms and Conditions

1. Service provider agrees to provide and deliver packaged water bottles as per order generated and shall make suitable arrangements to deliver them at buyer's premises without any extra cost.
2. If demanded by the buyer service provider shall submit the certificates from packaged drinking water manufacturer stating the quality conforming to IS: 14543, certificate of license from FSSAI as declared by the service provider.
3. If Service Provider or his OEM is using ground water for packaging bottles then buyer would be obligated to produce as and when requested by buyer, an appropriate NOC certification from Central Ground Water Authority (CGWA)
4. Authorization, license or any certifications required to perform the service shall be the liability of the service provider and he shall be liable to submit these documents at the Buyer department on request.

- The service provider shall have a person identified and his details shared with the Buyer department who will act as the point of contact for ordering and resolving any issues related to the order quantity, quality and delivery period of the order.
- The service provider shall submit the required bills and documents at the end of every month or week as agreed in the agreement for the payment to process by the Buyer department.
- Actual number of days in the contract may vary depending upon the working days in the month and the payment will processed as per actual deliveries made.

## 7. Penalties

- Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
- Penalties shall be levied for sl. No. 3 mentioned in below table only at fourth instance.
- If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days.

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach		
				1 Instance	2 Instance	3 Instance
1	Delay in delivery	On time	60 mins	NA	1% of RA bill for respective month	1.5% of billed amount per instance thereon
2	Failure to Deliver	Zero	NA	1% of RA bill for respective month	1.5% of RA bill for respective month	2% of billed amount per instance thereon
3	Bottles supplied are without proper computerized bath marking	Zero	Three	1% of RA bill for respective month	1.5% of RA bill for respective month	2% of billed amount per instance thereon
4	Cumulative Penalty	Cumulative Penalty shall be capped at 10% of the total contract value.				

## Appendix A - Eligibility Criterion for Service Provider

SR No.	Criteria	Basics for evaluation	Supporting Documents Required
1	Legal Entity	Valid Legal Entity	Certificate of Incorporation and Articles of Association of the Participant in case of Company /Limited Liability Partnership Agreement in case of LLP
2	Certificates	Valid Service Tax, VAT, Income Tax and PAN no.	Valid Service Tax Registration Certificate VAT Certificate Income Tax Return for the last three Financial years
3	Geographical presence of the firm/company	The requirements are specified for each service.	List of the service centers to be uploaded in the registration form in the GeM website by the service provider.
4	ISO Certificate BIS Certificate	ISO 9001:2008 Certificate, BIS Certificate	Copy of valid ISO certificates to be uploaded in the GeM website by Service Provider.

### ईपीबीजी विवरण | ePBG Detail

NA

### नियम और शर्तें | Terms and Conditions

#### 1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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

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

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## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687724896334

अनुबंध तिथि | Contract Generated Date : 02-Jul-2024

<b>संगठन विवरण   Organisation Details</b> प्ररूप   Type : Central Government मंत्रालय   Ministry : Ministry of Health and Family Welfare विभाग   Department : Department of Health and Family Welfare संगठन का नाम   Organisation Name : Application for Licensing कार्यालय क्षेत्र   Office Zone : Central Drugs Standard Control Organization Hq	<b>खरीदार विवरण   Buyer Details</b> पद   Designation : Section Officer संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : anshul.bhaskar@nic.in जीएसटीआईएन   GSTIN : - पता   Address : FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India
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<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : DCG(I) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : DCG(I)	<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> भुगतान का तरीका   Role : DDO भुगतान का तरीका   Payment Mode : PFMS पद   Designation : Drugs Inspector ईमेल आईडी   Email ID : dpandey@cdsco.nic.in जीएसटीआईएन   GSTIN : - पता   Address : FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India
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<b>परिषेती विवरण   Consignee Details</b>		
क्र.सं.   S.No	परिषेती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : anshul.bhaskar@nic.in जीएसटीआईएन   GSTIN : - पता   Address : FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - Desktop PC; HCL

<b>सेवा प्रदाता विवरण   Service Provider Details</b>	
जेम विक्रेता आईडी   GeM Seller ID :	7TGE230009242517
कंपनी का नाम   Company Name :	SANDEEP ENTERPRISES
संपर्क नंबर   Contact No. :	09818557008
ईमेल आईडी   Email ID :	sandeepgem2023@gmail.com
पता   Address :	31/9, Ashok Nagar, Tilak Nagar, West Delhi, DELHI-110018, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-DL-11-0071517
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN :	07AALHN0414Q1ZV (R)

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

<b>सेवा विवरण   Service Details</b>
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सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 05-Jul-2024	सेवा समाप्ति तिथि   Service End Date : 04-Jul-2025
श्रेणी नाम   Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals	

बिलिंग चक्र | Billing Cycle: monthly

विवरण   Description	Number of each Asset for AMC	AMC Cost Per Asset Per Annum
Type of Asset	Desktop PC	555
Make/Brand of Assets	HCL	
Status of Annual Maintenance Service Provider	Neither OEM nor ASP	
Number of technicians	1	
Number of Resident engineers	1	
Number of month for resident engineers	12	
Number of months for technician	12	

कुल राशि (सूत्र) | Total Amount (Formula) :  
(AMC Cost Per Asset Per Annum \* Number of each Asset for AMC \* Contract Period / 365)

ऐडऑन के बिना कुल मूल्य   Total Value without Addons (INR)	496725
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<b>विवरण जोड़े   Add On Description</b>	
Requirement of Resident Engineer	0

एडऑन मूल्य Addon Value ( Addon Price*Number of month for resident engineers*Number of Resident engineers )	0
Requirement of Technicians	0
एडऑन मूल्य Addon Value ( Addon Price*Number of months for technician*Number of technicians )	0
कुल एडऑन मूल्य  Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य  Total Value Including Addons(INR)	496725.00
<b>अनुबंध की राशि Amount of Contract</b>	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	496725

#### एसएलए विवरण| SLA Details

**PREAMBLE:** Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services - as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersedes over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

#### Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

#### Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer.  
Depict Terms and Conditions for all the involved stakeholders.

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 mentioned terms and conditions and have agreed to comply the same.

#### Stakeholders

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

#### Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts ( excluding consumables ) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule indicated in bid document .If nothing indicated Preventive Maintenance Service (PMS) of equipments may be done once in at three months during currency of the contract . The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per bench marked maintenance practices / OEM manuals in user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maintenance services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

#### Comprehensive Annual Maintenance Contract Services for Laptop / UPS etc

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

#### Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.
4. 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."

#### Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/location where these assets are installed. If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision.
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract. Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide contact point and structure of escalation matrix to buyer/consignee at time of commencement of services.
4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the compute devices and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc.
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document.
7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information."

#### Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote the best price. Sharing the machines serial nos may be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation.

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined, penalty would be deducted.

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours, primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselves to their designated workshop and for quick prompt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time, then Buyer may make its own alternative arrangements for the servicing/repair/maintenance of the equipment to avoid loss of productivity. Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee. Alternatively buyer is free to deduct from scheduled payment of SPA.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer. Post contract award, Bidder should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame.

#### Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.
2. In case the system is not repaired, or an alternative system not provided within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired or part replaced by other authorised / suitable service agency and the cost / expenditure incurred therein shall be recoverable from the service provider.

#### System Uptime

The breakdown time will be worked out as under: -

**Total Machine's Days(X)** = (NO of equipment under AMC) \* No. of working day in a quarter.

**Breakdowns (Y)** = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime =  $(X-Y)/X * 100$ .

The selected bidder shall ensure minimum 95% uptime

The selected vendor shall ensure minimum 99% uptime .

**Payment Terms**

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC.No difference shall be paid or claimed as a result of the above.

**Breach of Contract**

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value . The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

**Penalties**

Sl. No	Service Level Agreement	Base Line Performance		Penalties for breach	
		Lower Performance		1 Instance	2 Instance
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	>2, 1% will be charged from the order	
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract



ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें | Terms and Conditions

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

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

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

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687792946284

अनुबंध तिथि | Contract Generated Date : 04-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4366289](#)

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

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

परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : nd@cdsco.nic.in जीएसटीआईएन   GSTIN : - पता   Address : FDA Bhawan Kotla Road New Delhi, CENTRAL DELHI, DELHI-110002, India	AMC / CMC of Fire Detection, Fire Alarm, Fire Hydrant and Sprinkler System

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	4FE9180000561917
कंपनी का नाम   Company Name :	NATIONAL SAFETY ENGINEERS
संपर्क नंबर   Contact No. :	08287846492
ईमेल आईडी   Email ID :	nsemoorthy@gmail.com
पता   Address :	E-561 (IInd Floor),PALAM EXTN., RAMPHAL CHOWK,DWARKA SECTOR-7, NEW DELHI, DELHI-110077, -
एमएसएमई सत्यापित   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-DL-10-0009627
एमएसएमई सामाजिक श्रेणी   MSE Social Category :	OBC
एमएसएमई लिंग श्रेणी   MSE Gender :	Female
जीएसटीआईएन   GSTIN:	07ADCPT3599E3Z6

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

सेवा विवरण   Service Details
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 11-Mar-2024 <span style="float: right;">सेवा समाप्ति तिथि   Service End Date : 11-Mar-2025</span>
श्रेणी नाम   Category Name : AMC / CMC of Fire Detection, Fire Alarm, Fire Hydrant and Sprinkler System

बिलिंग चक्र | Billing Cycle: monthly

विवरण   Description	Number of Months of the Contract Period	AMC Charges Per Month (inclusive of GST)										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Type of Building</td> <td>Institutional</td> </tr> <tr> <td style="width: 15%;">Type of System</td> <td>Fire Hydrant System</td> </tr> <tr> <td style="width: 15%;">Equipments</td> <td>Heat Detectors, Smoke Detectors, Fire Detectors, Flame Detectors, Fire and Gas Detectors, Single Action Call Point, Double Action Call Point, Glass Break Call Point, Fire Alarm Control Panel, Automatic Telephonic Dailers, Activating Devices, Hooters, Control Module, Battery, Sand Buckets, Electric Pump With Monoblock, Pump With Diesel Genset, Alarm Bells, Foam Type Nozzle, Fire Hydrant Hose Pipes, Fire Hydrant Nozzle, Fire Hydrant Control Panel, Hose Reel, Hose Box, Hydrant Valves, Monitor Module, Alarm Siren</td> </tr> <tr> <td style="width: 15%;">Type of Contract</td> <td>Comprehensive</td> </tr> <tr> <td style="width: 15%;">Cost for</td> <td></td> </tr> </table>	Type of Building	Institutional	Type of System	Fire Hydrant System	Equipments	Heat Detectors, Smoke Detectors, Fire Detectors, Flame Detectors, Fire and Gas Detectors, Single Action Call Point, Double Action Call Point, Glass Break Call Point, Fire Alarm Control Panel, Automatic Telephonic Dailers, Activating Devices, Hooters, Control Module, Battery, Sand Buckets, Electric Pump With Monoblock, Pump With Diesel Genset, Alarm Bells, Foam Type Nozzle, Fire Hydrant Hose Pipes, Fire Hydrant Nozzle, Fire Hydrant Control Panel, Hose Reel, Hose Box, Hydrant Valves, Monitor Module, Alarm Siren	Type of Contract	Comprehensive	Cost for		12	124900
Type of Building	Institutional											
Type of System	Fire Hydrant System											
Equipments	Heat Detectors, Smoke Detectors, Fire Detectors, Flame Detectors, Fire and Gas Detectors, Single Action Call Point, Double Action Call Point, Glass Break Call Point, Fire Alarm Control Panel, Automatic Telephonic Dailers, Activating Devices, Hooters, Control Module, Battery, Sand Buckets, Electric Pump With Monoblock, Pump With Diesel Genset, Alarm Bells, Foam Type Nozzle, Fire Hydrant Hose Pipes, Fire Hydrant Nozzle, Fire Hydrant Control Panel, Hose Reel, Hose Box, Hydrant Valves, Monitor Module, Alarm Siren											
Type of Contract	Comprehensive											
Cost for												

Consumables/ Materials	Not Applicable		
Age of System / Equipments	More Than 5 Years		
<b>कुल राशि (रुद्र)   Total Amount (Formula) :</b> ( AMC Charges Per Month (inclusive of GST)*Number of Months of the Contract Period )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		1498800	
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		1498800	
<b>अनुबंध की राशि   Amount of Contract</b>			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)		1498800	
<b>मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक   Price Break up offered Document link</a></b>			
<b>एसएलए विवरण   SLA Details</b>			
SERVICE STC			
SPECIAL TERMS AND CONDITIONS			
FOR ANNUAL / COMPREHENSIVE MAINTENANCE SERVICES FOR FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM			
<p>1. PREAMBLE:</p> <p>2. All ANNUAL / COMPREHENSIVE Maintenance Contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>1. General terms and conditions for Goods and Services.</p> <p>2. Service Specific STC of AMC / CMC Services – as defined in Service Catalogue which includes SLA for the Service for a product.</p> <p>3. BID / Reverse Auction specific ATC (if applicable)</p> <p>1. The above terms and conditions are in reverse order of precedence i.e. Bid / RA Specific ATC shall supersede the Service Specific STC and GTC and Service Specific STC shall supersede over the GTC, only in case of any conflicting provisions.</p> <p>2. The above set of conditions along with Scope of service including price as enumerated in the Contract Document shall be construed to be part of the contract.</p> <p>3. Agreement Overview</p>			
This Agreement represents the Special Terms and Condition (STC) and includes the specific Service Level Agreement (SLA) between the Buyer and the ANNUAL / COMPREHENSIVE Maintenance Service Provider. This Agreement outlines the Scope of Work, Stakeholder's Obligation and terms and conditions of Services covered as they are mutually understood by the stakeholders.			
<p>3. Objective and Goals</p> <p>The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider.</p> <p>The goals of this Agreement are to:</p> <p>1. Provide clear reference to service ownership, accountability, roles and/or responsibilities.</p> <p>2. Present a clear, concise and measurable description of service provision to the customer.</p> <p>3. Depict Terms and Conditions of the service for all the involved stakeholders.</p>			
To ensure that all stakeholders understand the consequences in case of termination of services due to any of the stated reasons, violations of service level agreement			
The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.			
<p>4. Stakeholders</p> <p>Following are the stakeholders associated with this agreement:</p> <p>1. Buyer / Consignee-</p> <p>2. Service Provider or ANNUAL / COMPREHENSIVE Maintenance Contract Service Provider</p>			
The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the documents.			
<p>5. Scope of the services</p> <p>The maintenance involved shall be as per the packages specified. The scope of ANNUAL / COMPREHENSIVE Maintenance (AMC / CMC) Service covers upkeep and smooth working of the equipment within the premises of user department as per laid down SLA and any other provisions contained in the contract. The AMC / CMC services shall consist/ inclusive of the following:</p> <p>1. Round the clock maintenance of Fire Detection and Fire Alarm System, Hydrant and Sprinkler System and equipment as described in the scope of the work such as job includes servicing of equipment/systems, testing of firefighting pumps sets etc.</p> <p>2. Following is the list of the equipment required to be operated and maintained by Service Provider for their smooth working and performance. In order to ensure 100% serviceability for efficient working of the equipment under contract the scope of work will include the following:</p>			
<ul style="list-style-type: none"> <li>List of Equipment's</li> </ul>			
<b>Fire Detection and Fire Alarm System</b>			
<p>1. The scope covers periodic maintenance once in fortnight of complete Fire Alarm Systems which includes Fire Alarm Panels, Hooters, Smoke Sensors, Heat Sensors, Gas Sensors, and all other Sensors Call Systems, Auto-diallers, Hooters, Alarm Panels and Complete Wiring, and replace and rectify the damaged / defective products and any other work to maintain the serviceability of the and submit report accordingly.</p>			
<b>Fire Hydrant and Sprinkler System</b>			
<p>1. The scope covers periodic maintenance once in fortnight of complete Fire Alarm Systems which includes Fire Alarm Panels, Hooters, Smoke Sensors, Heat Sensors, Gas</p>			

- Sensors, and all other Sensors Call Systems, Auto-diallers, Hooters, Alarm Panels and Complete Wiring, and replace and rectify the damaged / defective parts. Checking of electrical terminals, contact points of the starters/contractors, and relays installed in various control panels.
2. Each Pump should be tested for at least 60 seconds every visit. Discharge of water should be from Hydrant or through a test line. Unnecessary sound and vibration should be noted and corrected.
  3. Pump automation should be checked.
  4. Greasing of pumps and motors to be carried out as per manufacturers recommendation or whenever necessary.
  5. Hydrant externally and terrace shall be tested with hose and branch pipe. The jet shall be operated for at least 2 minutes. Hose shall be dried before rolling.
  6. First Aid Hose Reels shall be tested by swinging it on its support and partly opening the hose and discharge of water for 60 seconds. Each Hose shall be tested. There shall be no leakage from MS piping or from clips holding rubber or even from rubber pipe. Hose pipe shall be rolled back uniformly, line by line.
  7. First Aid Hose Reel shall be extended to full length and water discharged for 120 seconds. The pipe shall be rolled back uniformly, line by line.
  8. Internal Hose Cabinet shutters (including glass) shall be cleaned every visit. Dust and dirt within cabinet shall be removed in every visit. Any line rupture affecting hydrants should be repaired within 12 hours. Other repairs should be carried out within 24 hours. In case of any delay in carrying out of such works, a fine of Rs.500 per day shall be imposed.
  9. Replacing of gland packing/seals in various pumps and valves on as and when required to ensure that there is no leakage.
  10. All sprinklers system piping and others should be checked and rectified to ensure adequate pressure as desired.
  11. All leaked / damaged sprinklers should be replaced as and when found damaged.

#### 6. Buyer Obligations

1. Buyer should provide the details such as model numbers of equipment's/ system etc for information to the prospective service provider at the time of bidding. The details shall include all the including its integral/ essential part and accessories of the System to be covered under the scope of the contract while bidding for the services. Further on entering the contract may provide spare parts list, cat part ID etc as available with them to the service provider for effective service rendering. Service provider shall also have knowledge regarding spare parts and part list numbers etc for the equipment's for which they are offering the services.
2. Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.
3. Buyer Department shall ensure that the Service Provider or its authorized personnel gets the required access to location/areas/rooms for providing the services as per contract.
4. Buyer should also indicate details of any previous break downs and repairs made on the equipment at start of the AMC / CMC services to the successful service provider.
5. Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

#### 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 Provider Obligations

1. The Service provider is required to visit the site before quoting for the AMC/CMC and must inspect the complete system installed in the premises and note down the products/equipments which need to be repaired/rectified/replaced beforehand.
2. Service provider should maintain register indicating details of equipment/Equipments being maintained and details of rooms/place where they are placed. In case any equipment's shifted during tenure of the contract with in same location the change details are also to be kept on record/registers. Such shifting within the same location shall be done under supervision of the AMC / CMC service provider and buyer department should ensure that information is given to service provider and they are also associated. However cost of such shifting shall not be responsibility of service provider
3. Service Provider should depute trained and technically competent service engineer / engineers at users' premises to ensure proper upkeep of equipment and quick resolution of fault during the AMC / CMC period.
4. Service provider should have facility to enable user department to register complaints through call centre or through website or email. In case of several equipment's involved service provider can also consider maintaining a help desk in premises of consignee. Proper record of the complaints should be maintained by the AMC / CMC call centre/office/Support Engineer /help desk at each consignee location / user premises.
5. Service Provider should ensure availability of suitable instruments / tools for their service engineer to examine and repair the equipment. Any cleaning solution or chemical required also to be made available to service engineer
6. Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.
7. The Service Provider must fulfil the requirement of number of maintenance services.
8. Service provider shall maintain the confidentiality of any information related to the equipment's under AMC / CMC. Service provider will be required to take appropriate actions in respect of personnel engaged to ensure the obligations of non-use and non-disclosure of confidential information.
9. Service provider shall ensure strict compliance of scope of services as per package offered by them and specified in the order/
10. Replacement of filters, membranes and other parts shall be under responsibility of service provider as specified in relevant package. The replacements are to be affected as per requirements specified in OEM Manual.

#### 8. Special Terms and Conditions

1. Service provider shall have experience in repair and maintenance services
2. FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM is to be checked for ensuring output water TDS level within permissible limits as per specification the equipment during monthly preventive maintenance visits.
3. The comprehensive maintenance includes preventive maintenance on monthly basis and regular services of the various equipment's and/or replacement of any items necessary for keeping the purifier in active working condition and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
4. The user Departments shall provide details of Equipment Quantity, Location, Invoice Date/ vintage, Brief Problems of Machine (if any), to enable the service provider to prepare the maintenance work.
5. Service Provider, as per need and requirement of the contract fulfilment, shall ensure appropriate deployment of the manpower.
6. Repair should be conducted as per standard accepted guidelines for the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM repair and as per OEM manual. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of same make and functional capability as originally available in the PURIFIER. All types of spares, consumables and accessories shall be available with the service provider for equipment's covered under the contract. An undertaking is required to be submitted to this effect at start of AMC / CMC services.
7. The new parts when to be fitted is to be verified before fitting to equipment's. The removed part is to be handed over to user department. In case service provider notice

any part is missing same to be brought to notice of buyer department or otherwise responsibility shall be of service provider Service provider shall ensure that only original parts of same make/brand are used for replacement

8. Escalation matrix and name of persons coordinating AMC / CMC jobs to be submitted to buyer after AMC / CMC is awarded. Service provider shall make sure that equipment under AMC / CMC are in working conditions in users' premises. The service provider shall provide service support as and when required during the AMC / CMC period without any extra cost
9. Immediately on award of the service contract, the service provider would give a report regarding taking over of the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM. It shall be the responsibility of the service provider to make the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM work satisfactorily throughout the contract period, also to hand over the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM to the department in working condition on expiry of the contract. In case any damage in the same is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.
10. All the consumable articles / parts such as material required for cleaning repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The spares and accessories shall be of standard quality. The spares and accessories shall be compatible with purifier and according to specification provided by the manufacturer and with best quality
11. In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses
12. The comprehensive maintenance/ ANNUAL / COMPREHENSIVE maintenance shall be carried out primarily at the premises as specified in the service order, during office hours. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly. While taking out the equipment Gate pass to be obtained from the Buyer/nodal officer.
13. After carrying out repair when required certificate regarding equipment working should be obtained from concerned user department representative
14. In case the Service Provider fails in adhering to the maintenance requirements, and Buyer made alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements
15. A preventive periodic maintenance report shall be submitted by the service provider to the buyer organization nodal officer
16. Service provider to give guarantee for the replaced part as per OEM warranty or at least 6 months if not covered in OEM warranty .Service provider is to ensure that only original part of same model/brand are used for replacement .In case of replacement of parts are not covered as per the package applicable service provider shall ensure that rates charged are not more than OEM rates.
17. **Response Time** Ordinarily a complaint must be attended within 24 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 72 hours of lodging. In case the system is not repaired, or an alternative system not supplied within the period of 72 hours from the time of failure reported, then the buyer may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.
18. **System Uptime:** Service provider shall ensure that equipment is maintained and in case of any reported fault shall be repaired without any delay. The total uptime of the equipment should be 95% of the period covered in the AMC / CMC.
19. AMC / CMC Service provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the buyer department. In case of any misconduct penalties as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.
20. The service provider shall provide proper identification cards for the resources and uniform etc so that the only authorized service persons are attending to the servicing and repair work. The details of resources who shall be used for carrying out work should be informed in advance to maximum extent possible
21. In case resources employed by service provider resort to any theft the cost of the article shall be recoverable from the service provider in addition to any other criminal action against the resource
22. The parties agree and acknowledge that the terms of agreement are on principal-to-principal basis and nothing in this agreement shall be construed to confer the service providers nor its resources/ employees as the employees of the Buyer. The resources used by service provider to carry out maintenance shall be on rolls of service provider and shall have no claim whatsoever for any benefits from the buyer department. Service provider shall be responsible for complying with any applicable minimum wages and other statutory compliances

#### 9. Payment Terms

1. The payment will be made to AMC / CMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.
2. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC / CMC rates during the entire period of AMC / CMC; no difference shall be paid or claimed as a result of the above.

#### 10. Breach of Contract and Termination

1. The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons by either party:
2. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer by providing reasonable notice period as per the term of the contract or minimum of 30days. 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.
3. 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. The Service Provider shall have the right to terminate the contract without any liability to the Buyer if the Buyer fails to make payments to the Service Provider as per the payment scheduled agreed in the Contract.
4. Breach of SLAs: The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of non-compliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud etc will be considered as a major default and the contract will be cancelled immediately without giving any further notice
5. Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 72 Hrs
6. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other local service provider / local technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount.
7. Penalty will be imposed in case of failure to meet the SPECIFIED Uptime
8. The cumulative penalty cannot exceed 10% of the contract value for that period. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

#### 11. Penalties

Sl. No	Service Level Agreement	Base Line Performance	First default	Second default	Third default and subsequent defaults
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1	Delay in starting the AMC / CMC Services	AMC / CMC services to start within maximum 2 weeks	Termination of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit / per maintenance arising on call	Warning to be given	Rs 250	Rs 500
3	Delay in carrying out Preventive maintenance as per schedule	To be carried out as per intervals applicable	0.5 % of billed amount for everyday delay		
4	Delay in carrying out repairs where no spare part change is involved	24 hours of reporting	1 % of billing amount for the quarter for every one-day delay	2% of billing amount for quarter for every one-day delay	3% of billing amount per quarter for every one-day delay
5	Delay in carrying out repair in where change of spare part is involved	should be resolved within 72 hours of lodging	2 % of billing amount for the quarter for every one-day delay	3 % of billing amount for quarter for every one-day delay	5 % of billing amount per quarter for every one-day delay
6	Non provision of proper identity card to resources employed by service provider or non-display of identity card	Should be provided	Rs 500	RRs 750	Rs 1000 for 3rd and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with or employees of buyer organisation or other employees of service provider	No such occasion should happen	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization
8	Substandard parts /Non-OEM parts are used while undertaking replacement	No such occasion should happen	Immediate replacement with genuine and quality parts with penalty of Rs 1000	Immediate replacement with genuine and quality parts with penalty of Rs 2500	Cancellation of the contract

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

1. Details of the premise : [click here](#)
2. Upload detailed Scope of Work : [click here](#)
3. List of Consumables Required to be provided during the contract period : [click here](#)
4. If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Catalogue For Fire Fighting : [click here](#)
3. The Bidder Shall Be An Indian Proprietary Firm, Partnership Firm Or Company Registered Under Respective Act(s) : [click here](#)

4. Annual Turnover And Profit Requirement : [click here](#)
5. Total Experience In Providing Fire Fighting Services Services To Government Departments, Public Sector Companies, And Government Autonomous Organizations : [click here](#)
6. Geographic Presence : [click here](#)
7. Registration Documents : [click here](#)

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	Bank Of Baroda
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

## नियम और शर्तें | Terms and Conditions

### 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 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.

#### 2.5 Payment:

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

#### 2.6 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

PAO, DGHS, NEW DELHI  
payable at  
PAO, DGHS, NEW DELHI

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

#### 2.7 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

PAO, DGHS, NEW DELHI  
payable at  
PAO, DGHS, NEW DELHI

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

#### 2.8 Buyer Added Bid Specific ATC:

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

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

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