

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687739293680

Contract Generated Date | अनुबंध तिथि: 29-Dec-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4076396](#)

## Organisation Details | संगठन विवरण

Type | प्ररूप : Central Autonomous  
Ministry | मंत्रालय : Ministry of Education  
Department | विभाग : Department of School Education and Literacy  
Organisation Name | संगठन का नाम : KENDRIYA VIDYALAYA SANGATHAN  
Office Zone | कार्यालय क्षेत्र : KVS RO Patna

## Buyer Details | खरीदार विवरण

Designation | पद : SSA  
Contact No. | संपर्क नंबर : -  
Email ID | ईमेल आईडी : buyer-1939@kvs.gov.in  
GSTIN | जीएसटीआईएन : -  
Address | पता : VM Inter college campus near town thana, GOPALGANJ, BIHAR-841428, India

## Financial Approval Detail | वित्तीय स्वीकृति विवरण

IFD Concurrence | आईएफडी सहमति : No  
Designation of Administrative Approval | प्रशासनिक अनुमोदन का पदनाम : PRINCIPAL  
Designation of Financial Approval | वित्तीय अनुमोदन का पदनाम : PRINCIPAL

## Paying Authority Details | भुगतान प्राधिकरण विवरण

Role : BUYER  
Payment Mode | भुगतान का तरीका : Offline  
Designation | पद : SSA  
Email ID | ईमेल आईडी : buyer-1939@kvs.gov.in  
GSTIN | जीएसटीआईएन : -  
Address | पता : VM Inter college campus near town thana, Gopalganj, BIHAR-841428, India

## Consignee Details | परेषिती विवरण

S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता	Service Description   सेवा विवरण
1	Contact   संपर्क : -	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Sweeper
	Email ID   ईमेल आईडी : buyer-1939@kvs.gov.in	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mali/Gardner Helper
	GSTIN   जीएसटीआईएन : -	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
	Address   पता : VM Inter college campus near town thana, GOPALGANJ, BIHAR-841428, India	

## Service Provider Details | सेवा प्रदाता विवरण

GeM Seller ID | जेम विक्रेता आईडी : 5117200001129564  
Company Name | कंपनी का नाम : JET INTELLIGENCE SECURITY PRIVATE LIMITED  
Contact No. | संपर्क नंबर : 06122533555  
Email ID | ईमेल आईडी : patna.jet@gmail.com  
Address | पता : H/o Asha Verma, Kidwaipuri, Patna, BIHAR-800001, -  
MSME verified | एमएसएमई सत्यापित : Yes  
MSME Registration number | एमएसएमई पंजीकरण संख्या : UDYAM-BR-26-0020594  
MSE Social Category | एमएसई सामाजिक श्रेणी : General  
MSE Gender | एमएसई लिंग श्रेणी : Male  
GSTIN | जीएसटीआईएन : 10AADCJ1781D1Z5

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

## Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम) : 05-Jan-2024

Service End Date | सेवा समाप्ति तिथि : 05-Jan-2025

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

## Billing Cycle | बिलिंग चक्र : monthly

Description   विवरण		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Unskilled	2	3.85
Type of Function	Others		
List of Profiles	Sweeper		
Educational Qualification	High School		
Specialization	Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	3 to 7 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	504		
Bonus (INR per day)	0		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	65.52		
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)	16.38		
Provident Fund (INR per day)	0		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	12		

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

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

Total Value without Addons | ऐडऑन के बिना कुल मूल्य (INR)

445485.55

Total Addon Value | कुल ऐडऑन मूल्य (INR)

0

Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)		445485.55	
Category Name   श्रेणी नाम : Manpower Outsourcing Services - Minimum wage			
Billing Cycle   बिलिंग चक्र : monthly			
Description   विवरण		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Unskilled	1	3.85
Type of Function	Others		
List of Profiles	Mali/Gardner Helper		
Educational Qualification	High School		
Specialization	Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	3 to 7 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	433		
Bonus (INR per day)	0		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	56.29		
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)	14.07		
Provident Fund (INR per day)	0		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	12		
Total Amount (Formula)   कुल राशि (रु): ( ((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)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)/100 ) *Number of Resources to be hired*Tenure/ Duration of Employment (in months) )			
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		191363.38	
Total Addon Value   कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)		191363.38	
Additional Details   अतिरिक्त जानकारी			
• Designation : mali			
Category Name   श्रेणी नाम : Security Manpower Service (Version 2.0)			
Billing Cycle   बिलिंग चक्र : monthly			
Description   विवरण		Number of resources to be hired	Percentage of Service charge inclusive of GST
Type of Establishment / Area	Office/Commercial/Institutions/ Residential	3	3.85
Category of Profile	Unarmed Security Guard		
Category of Skills	Skilled		
Gender	No Preference		
Duty Hours in a day	8		
Qualification	High School		
Ex Servicemen	Optional		
Age Limit	Up to 45 years		
Years of Experience	3 – 6 years		
Additional Requirements for the Security Personnel	00		
District	NA		
Zipcode	NA		
Number of working days in a month	26		
Tenure/ Duration of Employment	12		
Basic Pay (Minimum daily wage)	709		
Provident Fund (INR per day)	0		
EDLI (INR per day)	0		
ESI (INR per day)	23.04		
EPF Admin charge (INR per day)	92.17		
Bonus (INR per day)	0		
Optional Allowance 1 (in Rupees)	0		
Optional Allowance 2 (in Rupees)	0		
Optional Allowance 3 (in Rupees)	0		
Total Amount (Formula)   कुल राशि (रु): ( (((Basic Pay (Minimum daily wage)+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+EPF Admin charge (INR per day)+Bonus (INR per day)+Optional Allowance 1 (in Rupees)+Optional Allowance 2 (in Rupees)+Optional Allowance 3 ( in Rupees) ) *Number of working days in a month)*1.18 )+ (Percentage of Service c harge inclusive of GST*((Basic Pay (Minimum daily wage)+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+EPF Admin charge (INR per day)+Bonus (INR per day)+Optional Allowance 1 (in Rupees)+Optional Allowance 2 (in Rupees)+Optional Allowance 3 (in Rupees))*Number of working days in a month)/100) ) *Number of resources to be hired*Tenure/ Duration of Employment )			
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		940024.69	
Total Addon Value   कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)		940024.69	
Amount of Contract   अनुबंध की राशि			
Total Contract Value Including All Duties and Taxes   सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)		1576873.62	
SLA Details   एसएलए विवरण			
Service Level Agreement			

## Manpower Outsourcing Services – Minimum Wage Based

### 1 Agreement Overview

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

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

I. General terms and conditions for Services (“GTC”)

II. Service Specific Standard Terms and Conditions (“STC”) of the Services contracts shall include the service level agreement (SLA) for the service.

III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.

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

### 2 Objectives and Goals

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

I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties

II. Present a clear, concise, and measurable description of services offered to the Buyer

III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified

IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

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

### 3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

**1. Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed

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

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

### 4 Terms & Conditions:

#### 4.1 Buyer's Obligations:

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

ii. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labor laws.

iii. The Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications, and machinery etc., if required.

iv. The Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.

v. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.

vi. TA/ DA shall be payable directly by the Buyer, in case of travel included in the scope of work, on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.

vii. In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the amount billed by the Service Provider, if no replacement of manpower is provided.

viii. The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning & justification.

ix. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.

x. In case if the Buyer has selected the option in the bid for retention of existing resource/resources of previous service provider, then service provider shall retain those resources. In such cases, the Buyer shall be responsible for ensuring the qualification eligibility of those resources as per the contract requirement. Any extra costs incurred by Service provider for onboarding those resources on their payroll shall be borne by Service Provider. Service Provider shall include any such costs in the service charges quoted by them during the bid participation.

#### 4.2 Service Provider's Obligations:

i. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.

ii. The Service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.

iii. The Service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 & shall get reimbursed from the buyer.

iv. The Service provider/contractor shall be responsible for paying proportionate gratuity to contract labour who have rendered continuous service as per the provisions of the Payment of Gratuity Act, 1972

v. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.

vi. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.

vii. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.

viii. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.

ix. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.

x. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.

xi. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:

a. List of persons deployed (monthly)

b. Biodata/ resume with antecedents' details (at the time of deployment)

c. Copy of Aadhaar Card of the candidates (at the time of deployment)

d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)

e. Identity proof and residential proof (at the time of deployment)

f. Copy of police verification certificate (at the time of deployment)

g. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)

h. Details of PF Account Number of resources

xii. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.

xiii. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.

xiv. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.

xv. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.

xvi. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.

xvii. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resources. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.

xviii. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

xix. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement;

failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.

xx. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.

xxi. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.

xxii. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.

xxiii. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.

xxiv. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.

xxv. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.

xxvi. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.

xxvii. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.

xxviii. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.

xxix. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.

xxx. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions

of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

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

#### 4.3 Special Terms & Conditions:

- 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.
- 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.
- 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.
- No advance payment shall be made to the Service Provider.
- Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.
- 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.
- All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made.
  - 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.
- Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal
- 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

- 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 (Daily): -

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

Where,

"bp" = Basic daily wage (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

**SLA Details | एसएलए विवरण**

**SERVICE STC**

**SPECIAL TERMS AND CONDITIONS FOR**

**SECURITY MANPOWER SERVICE**

**1. Preamble**

**A. All Security Man Power Service contracts placed through GeM shall be governed by following set of Terms and Conditions:**

- (i) General terms and conditions for Goods and Services;
- (ii) Service STC contained in this document;
- (iii) BID / Reverse Auction specific ATC

**B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service STC which supersede GTC – only in case of any conflicting provisions.**

**C. 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.**

**D. This document represents a Special Terms and Conditions ("STC") 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 stakeholders.**

**2. STAKEHOLDERS**

The main stakeholders associated with this STC are:

- i. Buyer
- ii. Service Provider

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses Service Level Agreement/ 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 document.

The objective of SLA is to ensure that proper elements and commitments are defined to provide consistent delivery of service to buyer by service provider. The goals of the SLA 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 and Establish Terms and Conditions for all the involved stakeholders and ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

3. Scope of Service

The purpose of this service is to facilitate implementation of Security Measures at the Buyer's premises. The service provider would provide required equipment and personnel for the mentioned shifts as per the requirements of the buyer

3.1. The following indicate the different roles in the security services for which hiring can be done and the qualifications and experience required for the service persons .Buyer organizations are required to indicate number of working days in a week such as 5 ,6 or 7 and event based .The contract start and end date is to be indicated along with number of service days in a month and minimum wages per shift inclusive of E PF ESI and Administration charges etc

Role and Responsibilities		
Roles	Desired Qualifications	Responsibilities
Security Consultant	Should be in a position to organize the security force, suggest improvement in all matters of policy in respect of security as an adviser.	Overall responsible for all security, vigilance, Firefighting activities and related documentation
	Should be in a position to analyze security needs, identify possible security threats, establishing necessary security parameters; and deciding on the best security measures available and organizing the security force. Should also be having knowledge regarding fire fighting operations	Establishing security protocols and policies, as well as designing security plans to protect the client's assets,
	Minimum Experience of 5 years	Creating a set of rules and security standards; designing policies to protect the client's interests,
	Should be minimum a Graduate	Implementing security measures, providing technical supervision and advice as required.
Security Supervisor	Should have knowledge of security related matters ,industrial safety ,fire fighting and allied functions	Availability shall be as per needs and mutually decided by the organization hiring consultant
	Should be able to exercise command and control over the security personal deployed	Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties
	Physical standards and medical fitness as per PSRA Act and Rules	should be able to carry out or supervise protocol activities of receiving, escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when required
	Should be minimum 12 <sup>th</sup> Pass	Should be available in general shift on All working days
EX Service Man Security Supervisor	Should have knowledge of English, Hindi & Local Language	
	Experience of 5 years	
	Should be a retired JCO or Equivalent from Army, Navy ,IAF, Paramilitary Forces, Central Police Forces	
	Should have knowledge of security related matters ,industrial safety and allied functions	Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties
Armed Security Guard Male	Should be able to exercise command and control over the security personal deployed	should be able to carry out or supervise protocol activities of receiving,escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when required
	Physical standards and medical fitness as per PSRA Act and Rules	Should be available in general shift on All working days
	Should be minimum 12 <sup>th</sup> Pass	
	Should have knowledge of English, Hindi & Local Language	
Armed Security Guard Female	Experience of 5 years	
	Should have a valid gun license	Working shifts round the clock.
	Should have knowledge of Security related matters	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Good physique and personality	The duties of a private security guard are to provide private security to another person or property or both,
Ex-Service Man Armed Security Guard	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
	Minimum 10 <sup>th</sup> pass	To bring to the notice of his supervisor the violation of any law noticed by him during the course of discharge of his duties.
	Should have knowledge of Hindi or English and local language	
	Minimum Experience 3years	
Ex-Service Man Armed Security Guard	Should have a valid gun license	Working shifts round the clock.
	Should have knowledge of Security related matters	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Good physique and personality	To provide private security to another person or property or both,
	fulfilling requirements of Physical standards and medical fitness as per PSRA Act and Rules	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
Ex-Service Man Armed Security Guard	Should be minimum 10 <sup>th</sup> Pass	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
	Should be a retired NCO or other rank from Army, Navy, Air Force ,Paramilitary forces or Central Police Forces	
	Should have valid gun licence	Work in shifts round the clock
	Should have knowledge of security related matters ,industrial safety and allied functions	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
Ex-Service Man Armed Security Guard	Good physique and personality	To provide private security to another person or property or both,
	fulfilling requirements of Physical standards and medical fitness as per PSRA Act and Rules	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
	Should be minimum 10 <sup>th</sup> Pass	To bring to the notice of supervisor the violation of any law noticed during the course of

Ex-Service Man unarmed security Guard	Should have knowledge of Hindi or English and local language	discharge of his duties
	Experience of 3 years	
	Should be a retired NCO or other rank from Army, Navy, Air Force ,Paramilitary forces or Central Police Forces or State Police Forces	Working shifts round the clock
	Should have knowledge of security related matters ,industrial safety and allied functions	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Good physique and personality	To provide private security to another person or property or both,
	fulfilling requirements of Physical standards and medical fitness as per PSRA Act and Rules	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
	Should be minimum 10 <sup>th</sup> Pass	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
Un Armed Male Security Guard	Should have knowledge of Hindi or English and local language	
	Experience of 3 years	
	Should have knowledge of Security related matters, industrial safety and allied Functions	Working shifts round the clock.
	Preference will be given to a person who has served in police and Home Guards	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Minimum 10 <sup>th</sup> pass	To provide private security to another person or property or both,
	Should have knowledge of Hindi or English and local language	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.
	Good physique and personality	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
Un Armed Lady Security Guard	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	
	Minimum Experience 3 years	
	Should have knowledge of Security related matters, industrial safety and allied Functions	Should be available on all working days. However it should be ensured that they are given weekly offs and shifts are rotated
	Preference will be given to a person who has served in police and Home Guards	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Minimum 10 <sup>th</sup> pass	To provide private security to another person or property or both,
	Should have knowledge of Hindi or English and local language	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.
	Good physique and personality	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
Baggage Inspector	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	
	Minimum Experience 3 year	
	Should have knowledge about Baggage screening procedures and experience using baggage screening equipments.	Work in shifts round the clock
	Fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	To undertake screening of bag or packages and articles being brought in to the premises
Fire Guard	Minimum 12 <sup>th</sup> pass	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed
	Should have knowledge of Hindi or English and local language	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
	Minimum experience 1 year	
	Back ground and experience of firefighting ,fire safety and handling emergency management	
CCTV Operator	Minimum 10 <sup>th</sup> pass	Work in shifts round the clock
	Should have knowledge of Hindi or English and local language	
	Minimum experience 1 year	Overall responsible for all operations related to firefighting , conforming to fire safety regulations ,checking preparedness of premises for fire fighting ,vigilance including maintenance of documents
	Fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	
PSO	Back ground of surveillance and monitoring through CCTV systems	
	Knowledge of security procedures and protocols	Work in shifts round the clock
	Minimum 12 <sup>th</sup> pass	
	Should have knowledge of Hindi or English and local language	overall responsible for all CCTV surveillance security ,vigilance including maintenance of documents related to CCTV operations
PSO cum Driver	Minimum experience 3 years	
	with a valid license	
	He/ She should be in possession of a suitable weapon with valid license	PSOs should be physically and mentally alert and willing to take risks
	He/she should be adept in the use of fire arms, identification of different types of arms in use in public and Police, Use of security equipment and devices ,identification of explosive devices communication equipment ,unarmed combat and in administering first aid	He/she should be adept in the use of fire arms, communication equipment ,unarmed combat and in administering first aid
PSO cum Driver	Good physique and personality	
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	
	Minimum 10th pass	
	Should have knowledge of Hindi or English and local language	Work in shifts round the clock
PSO cum Driver	Minimum experience 3 years	
	He/ She should be in possession of a suitable weapon with valid license	
	He/she should have good driving skills and a valid driving license	
	Should have Back ground of surveillance and monitoring, defensive driving He/she should be adept in the use of fire arms, identification of different types of arms in use in public and Police, Use of security equipment and devices , identification of explosive devices, Expertise in communication equipment ,unarmed combat and in administering first aid	PSOs should be physically and mentally alert and willing to take risks
PSO cum Driver	Good physique and personality	He/she should be adept in the use of fire arms, communication equipment ,unarmed combat and in administering first aid
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	Work in shifts round the clock

	Minimum 10th pass	
	Should have knowledge of Hindi or English and local language	
	Valid driving license	
	Minimum driving experience 3 years	
	Basic computer knowledge is preferred	
	Should have knowledge of Security related matters, industrial safety and allied	
	Functions	
	Preference to a person who has served as a member in Army ,Navy, Air force and any other armed forces and Paramilitary forces of the Union ,Police and Home Guards	Work in shifts rounds the clock
Guard cum Receptionist	Good physique and personality	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc and work in the reception also maintaining registers etc
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	
	Minimum 10 <sup>th</sup> pass	Overall responsible for all security, vigilance including maintenance of documents
	Should have knowledge of Hindi or English and local language	
	Minimum Experience 3years	
	Should have knowledge of Security related matters, industrial safety and allied	
	Functions	
	He/she should have good driving skills and a valid driving license	Work in shifts round the clock
Guard Cum Driver	Good physique and personality	
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	Should be a skilled driver
	Minimum 10 <sup>th</sup> pass	
	Should have knowledge of Hindi or English and local language	Should carry out functions of guard for the property or premises at times not performing function of driving vehicle
	Minimum driving experience 3 years	
	Should have knowledge of Security related matters, industrial safety, crowd control and allied Functions	
	Preference to a person who has served as a member in Army ,Navy, Air force and any other armed forces and Paramilitary forces of the Union ,Police and Home Guards	Will patrol the whole campus for normal function.
Security Marshal(Bouncer)	Good physique and personality	
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	Track any suspicious activity on the Field.
	Minimum 10 <sup>th</sup> pass	
	Should have knowledge of Hindi or English and local language	If a person is acting in a dangerous or Unseemly manner, the marshal's job is to warn that person and, if needed, eject them from the venue.
	Minimum Experience 3years	

● **Additional responsibilities**

In addition to roles and responsibilities indicated above following shall also be part of responsibilities of security man power.

- (i). To Provide Security services for protection of life,, Security against theft, pilferage, fire etc for man and material in the premises .
- (ii) Physical guarding of entry/exit points, Responsible for frisking/checking of the visitors during office hours and after , Screening /Directing of visitors .Visitor management in common and during special occasions .Guiding visitors to the concerned officials/occupants, regulating entry . Control the access of persons/vehicles in to and out of the complex and regulating entry of unwanted visitors/sales man and maintenance of visitor register.
- (iii) Checking of gate passes , allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly. Records of the inwards and outwards movement of men and material's ,vehicles etc to be maintained with proper checking as per instructions given from time to time by the buyer organization.
- (iv) Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites .Ensuring that boom barriers and access control systems are monitored and are in operational condition.
- (v) Assisting the occupants during emergency evacuation of building .Effective involvement during the crisis management like accidents and bomb threats .Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and disasters
- (vi) Rescue operation of passengers if stranded in lifts, Help occupants in any accidents or medical emergencies. Handling situation in case of fire
- (vii) Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies
- (viii) Lodging of Complaints/FIR in case of any crime or violence and assist the police and other security agencies in their investigation in any related matter.

Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security man power .

**4. Terms and Conditions**

**4.1. Buyers obligations**

- (i) The Buyer Department will give basic training/familiarization of the Security services required to be done by the personnel to be deployed by the Service Provider under the contract for 2 to 3 days in premises and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.
- (ii) Buyer organization shall provide necessary infrastructure, Equipments such as X ray baggage screening if such screening is involved , furniture etc for the security personnel to carry out their functions .However uniform, torches, lathi Arms, badges shall be provided by service provider
- (iii) Deployment of security man power shall be with the concurrence of nominated official of buyer organization and nominated official shall be responsible for close co ordination with the service provider and shall monitor the activities performed by the service provider persons and will be responsible for its optimum utilization.
- (iv) Buyer may calculate their requirement of resources based on 8 hours per shift. Example: For hiring security personnel for a month (30 Service Days) to offer the services for 24 hours on a 3 shift basis, the required number of resources would be 90 personnel for the month.
- (v) 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."

**4.2. Service Provider Obligations**

- (a) **Employment of man power by service provider** : (i) Service provider providing the security services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as permitted to be employed in terms of Government rules and regulations in force .
- (ii)Service provider shall employ only man power who has completed eighteen years of age and not above 65 years of age .Security agency shall only employ man power who satisfied the service provider about his character and antecedents and has completed the prescribed security training .Service provider shall only engage man power fulfilling such physical standards as may be prescribed in the PSRA 2005 and rules .Further man power shall satisfy any other conditions as may be prescribed in relevant rules.
- (iii) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization,



Central or State Governments or in any private security agency shall be employed or engaged by the service provider

(iv) Service provider, while employing a person shall give preference to a person who has served as a member in Army ,Navy and Air force or other central paramilitary forces ,Central Police forces , even for posts which are not specifically indicated as that of ex service man in the roles and responsibilities.

(v) The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the department and buyer department shall ensure that the service provider complies with the provisions .

(vi) The service provider shall deploy his personnel only after obtaining the buyer department approval upon duly submitting g curriculum vitae (cv) and police verification details of personnel Buyer shall be informed at least one week in advance and service provider shall be required to obtain departments approval for all such changes along with their CVs

(vii) The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer , emergencies, exempted

**(b) Registers to be maintained by Service provider**

(i) Service Provider shall maintain a register containing name and addresses of the persons managing the private security agency, names, addresses, photographs and salaries of the security manpower and supervisors under its control and such other particulars as may be prescribed under PSRA act

(ii) Service provider will maintain a register on which day today employment of personnel with buyer organization will be entered and same will be countersigned by the authorized official of the buyer department .While raising bill the deployment particulars of the personnel engaged during the month, shift wise should be shown to buyer .Buyer organization may call for such information as it considers necessary from service provider.

(iii) 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.

**© Issue of photo identity card**

- Every security man power deployed by the service provider shall be issued a photo identity card, by the service provider.
- The photo identity card shall be issued in such form as may be prescribed by the buyer organization and complying with PSRA Act and rules .
- Every security man power shall carry on his person the photo identity card issued under and shall produce it on demand for inspection by the buyer organization or any other officer authorized by same .

**(d) Requirements of Licenses**

(i) Service provider shall be holding a valid license under the provision of **Private Security Regulations Act (PSRA)** providing for operation in the respective State or Union territory where services are being offered .Service provider shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services are valid during the entire period of the contract failing so shall attract the appropriate penalties .The documents relevant in this regard shall be provided by the service provider to the buyer on demand

(ii) The service provider shall comply with all the legal requirements for obtaining license under contract labor regulations and abolition act 1970 if any at his own part and cost. The requirement shall be depending up on the number of persons engaged for the organization in terms of the provisions of the relevant act .

(iii) The service provider shall maintain all statutory registers required to be maintained as per licence provisions under the law and shall produce same on demand to the buyer department or any other authority under the law.

**(e) Training**

(i) The Service Provider shall have his own Establishment/set up/mechanism/Training institute recognized under PSRA 2005 or have tie up with institutions recognized in terms of PSRA 2005 to provide training for security man power with them to ensure correct and satisfactory performance of his/her liabilities and responsibilities .Only such man power who have undergone training and holding certificate should be deployed under the contract . The training shall be for a minimum period as specified in the PSRA act and in terms of the detailed training syllabus as prescribed in the act . The ex-servicemen and former police personnel shall however be required to attend a condensed course only as per provisions in the PSRA act

**(f) Reports**

All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the buyer department

**(g) Conduct of the security man power deployed**

(i) The security manpower shall not accept any gratitude or reward in any form

(ii) Under the terms of their employment agreement with the Service Provider the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.

(iii)The personnel engaged by service provider have to be extremely courteous with very pleasant mannerism in dealing with the Buyer Staff and should project an image of utmost discipline. Buyer Department shall have right to have any person removed in case of its staff complaints or as decided by representative of the Buyer Department if the person is not performing the job satisfactorily or otherwise. The Service Provider shall have to arrange suitable replacement in all such cases.

- Security man power engaged by the Service Provider shall not take part in any staff union and association
- The persons deployed shall, during the course of their work be privy to certain confidential documents and information which they are not supposed to divulge to third In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract

**(h) Uniform and Badges**

(i) Service provider shall ensure that all security man power shall put on arms badge distinguisher the Agency for which they are working, shoulder or chest badge to indicate his role or function . Man power employed as Security guards shall, have whistle attached to the whistle cord and to be kept in the left pocket,. Shoes with eyelet and laces , headgear which may also carry the distinguisher mark of the service provider.

(ii) The clothes worn by the security man power while on active duty shall be such that they do not hamper in his efficient performance. In particular they will neither be too tight nor too loose as to obstruct movement or bending of limbs.

(iii) Every man power functioning as security guard will carry a notebook and writing instrument with him.

(iv) Every security person shall be provided one good quality torch and one baton.

(v) Every man power functioning as security guard while on active security duty will wear and display photo- identity card issued on the outer most garment above waist level on his person in s conspicuous manner.

(vi) Parameters of the uniform shall conform to provisions of PSARA 2005.

**1. I) Monitoring and Supervision by the service provider**

(i) Service provider shall ensure that adequate supervision will be provided to ensure correct performance of the man power deployed in accordance with the prevailing assignment instructions agreed upon between the service provider and buyer organization. Even if security supervisor is not availed by the buyer organization service provider should keep track of performance of the staff deployed and give necessary support to ensure good performance.

(ii) The Service Provider will deploy supervisors as per the need given by the Buyer Department. The supervisor shall be required to work as per the instructions of Buyer Department.

(iii) The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.

(iv) The Service Provider shall be responsible to maintain all property and equipment of the Buyer Department entrusted to it.

(v) The Service Provider shall nominate a coordinator 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.

**(j ) Working hours and Reporting Time**

- The personnel will have to report to the Buyer Department's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Buyer
- The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government However, they have to work on holidays, if necessary and required based on demand of work
- In an event of deployed personnel availing leave and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with
- Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and
- Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between buyer and seller prior to deployment of manpower
- .The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's In case biometric system insisted, same is to be made available by buyer and access to be provided to the security persons deployed by service provider
- The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed..

**(k) Physical standards and Medical check up**

(i) The security man power deployed shall be eligible for being engaged or employed if he or she fulfills the standards of physical fitness as specified in the PSRA Act 2005 .Service provider is therefore required to ensure that all deployed man power fulfill the requirements specified in PSRA Act. Service provider Agency should get medical check-up of its staff at the time of their induction in the rolls of the agency to ensure their fitness for the job assigned and annual medical check-ups to be done as prescribed under PSARA. A record of the same shall be maintained in the personal file of the security personnel. In case buyer demands for a copy of medical fitness

certificate at time of deployment to their organization same shall be given

(ii) The security man power deployed should be free from evidence of any contagious or infectious disease. He or she should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public

(iii) 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

#### (f) Applicable Leave

(i) In case of services hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis

(ii) In case of services hired for all 7 days also it shall be ensured that service personnel's are given at least 4 holidays in a month

(iii) The applicable casual leave is to be provided to the personnel and the payment for the applicable leave also shall be taken in to account for calculation of the payment to be made by the buyer

(iv) 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 billed amount if no replacement is provided besides any penalty for not providing substitutes as indicated in SLA

#### 4.3 Special terms and conditions Applicable

##### (a). Legal Status

(i) The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has have registration for income tax.

(ii) The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

(iii) For all intents and purposes, Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.

- 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
- 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 employee or by the Service Provider. The employees 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's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider

##### (b) Indemnity

(i) The Service Provider will not be held responsible for the damages/sabotage caused to the property of the Buyer Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure

(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 employee or by the Service Provider.

(iii) The employees 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's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider

(iv) The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation

##### (c) Disclosure of Information related to services rendered

(i) Man power engaged by the Security man power service provider shall not divulge any information acquired by him or her during such employment with respect to the work which he or she has been assigned to anyone other than the buyer organization or to such person as the buyer organization directs. However such disclosure as may be required under PSRA Act or in connection with any inquiry or investigation by the police or as may be required by an authority or process of law shall be exempted from this

(ii) All security man power engaged by the service provider shall however render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that agency.. If violation of any law is noticed by any security man power during the course of discharge of duties, he or she shall bring it to the notice of his superior, who in turn shall inform the police either through buyer or service provider or on his own.

- **Ownership and retention of Material :** (i) Buyer shall own the material and documents provided to the Service Provider if any in connection with performance of this contract. Service Provider shall not, without the prior written consent of buyer store, copy, distribute or retain any material or Documents.
- Service Provider shall, upon termination of this agreement for any reason, or upon demand by buyer, whichever is earliest, return any and all material and information provided to Service Provider by buyer, including any copies or reproductions, both hardcopy and electronic.
- The Service Provider or man power provided shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer
- **Changes:** Nodal officer of the buyer or any other authorized official shall be competent to ask for any changes in the scope of work. Buyer is entitled to increase the quantum of order regarding number of man power by 25% and similarly shall be competent to reduce the man power also by 25%
- **Transportation:** The responsibility of arranging commutation for the man power and transportation of any items which are in the scope of service provider and requiring the transportation shall be responsibility of service provider
- **Insurance requirements.**

Service provider shall be responsible for any insurance requirements for the man power deployed regarding accidents etc. No claim for any compensation or damages on account of any injury or death of man power while performing the duties shall be entertained by the buyer organization Insurance requirements if any for the property or premises for which security is offered shall be the responsibility of the buyer

- Obligation regarding minimum wages, ES/EPF contributions and billing
- Payment Procedure shall be in as specified in the General Terms and Conditions of GeM. The rate offered shall be including GST .Payment shall be made on the basis of the number of security personnel engaged.

(ii) The Service Provider Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer Department for reimbursement of employer share only.

(iii) Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed. Proof of deposit of both employers share and employees share of ESI & EPF shall be submitted to the buyer by the end of 15<sup>th</sup> day of succeeding month .

(iv) The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number or bank transfer details and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.

(v) The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which suitable penalties as per SLA and any other actions as per existing rules and regulations shall be taken

(vi) The Service Provider shall submit before the Buyer Department, one copy of the monthly challan with Electronic Challan Cum receipt sheet indicating break down of contribution of each and every hired employee regarding EPF and ESI within 7 days from the date of filing. In case of any return in the form of monthly, quarterly and annual returns applicable same also to be filed and copy to be furnished to buyer .

(vii) The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.

(viii) Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider is deemed to have confirmed that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.

(ix) TA/DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.

(x) All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST as the price is inclusive of GST .

(xi) The Service Provider shall ensure payment regularly for the deployed man power 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.

(xii) In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.

(xiii) Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.

(xiv) **The Breakup of the components to be provided to the Buyer Department** .The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.

(xv) The Total Price includes Minimum Wage, ESI, EPF, Admin Charge and GST on the mentioned components.

(xvi) Bonus in accordance with the Bonus Act which at present is one month basic wage (not below Rs7000/-) which comes to monthly payment 8.33% of minimum wage or Rs 7000/- Shall also be payable by the buyer . Bonus is applicable to all employees minimum wage is below Rs 21000/- .In case of any changes in the bonus rates as per relevant notifications same shall be applicable .Bonus shall be payable only to the resources completing the required number of working days and fulfilling the requirements

- (xvi)All Ex Servicemen should be paid as per wage structure laid down by Directorate General of Resettlement (DGR), Ministry of Defence.
- (xvii)All organizations under Central Government should make payment as per the minimum wages laid down by the Central Labor Commissioner.
- (xviii)Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any
- (xix)Minimum Wage + ESI + EPF + PF Admin Charges + GST (on the Minimum Wage, ESI and EPF component), is provided by the Buyer Department and the rest (GST on the component provided by the Buyer) is added by the platform.
- (xx) In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis. Therefore the increase in minimum wages shall be applicable and contract value amount shall be considered as revised up to the extent of increase due to increase of minimum wages
- (xxi)The bonus as applicable in terms of rules and regulations prevailing is payable by the buyer
- (xxii)The cost of the Contract shall be valid for initial contract period and during this period no price escalation, other than minimum wages revision, shall be entertained by the Buyer

(xxiii)The payment shall be made as per the contract and after deduction of relevant penalties, if any. Service Provider shall raise the invoice as per the arrangement in the contract (monthly/ quarterly) towards the Services rendered in the previous month to the Buyer. Payment shall be effected by credit into the bank account of the Service Provider within 10 days of receiving the invoice, complete in all respects. The Service Provider shall provide correct bank account number and other details of the bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject to dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions, etc.

#### Calculation Formula for the service

**Total Cost =**

$$(((\$basic\_pay + \$esi + \$provident\_fund + \$eldi + \$epf\_admin\_charge + \$bonus + \$non\_mandatory\_1 + \$non\_mandatory\_2 + \$non\_mandatory\_3) * \$number\_of\_working\_days * 1.18) + (\$percentage\_of\_service\_charge * ((\$basic\_pay + \$esi + \$provident\_fund + \$eldi + \$bonus + \$non\_mandatory\_1 + \$non\_mandatory\_2 + \$non\_mandatory\_3) * \$number\_of\_working\_days / 100)) * \$quantity * \$tenure\_duration\_of\_employment$$

**Note :** Actual payment may vary as per service rendered and mentioned in log sheet.

- **Statutory compliances.**Service provider shall abide by the PASRA Act , Minimum wages Act ,Contract labor Act etc. as applicable from time to time for man power employed for undertaking the services .Similarly in case of armed security guard service provider shall ensure that the licenses are kept valid and all legal formalities and compliances for same are followed by the man Service provider shall also be required to ensure that the entitled leave as per labor laws are made available to security man power
- **Termination of contract before normal validity;**
- In case service provider commits defaults in terms of the agreement other than those specified warranting cancellation without notice , it shall be lawful for the buyer to issue a notice of termination of the contract by giving 15 days time to service provider..Service provider can make a representation during the notice period and takes steps to remedy the defaults and if buyer is satisfied with the same , buyer can take decision to withdraw the notice .The agreement shall automatically terminate on expiry of the notice period if same is not withdrawn by buyer .
- The termination notice shall be issued by buyer to the address of the service provider as shown in the agreement.
- However in case of instances such as not deploying resources within agreed time, serious security lapses, irregularities in service provider operations, expiry of validity of required licenses such as PSRA and in case cumulative penalty for violations of SLA reaches more than 10% contract can be terminated with immediate effect and no notice is required to be issued .
- In case of termination of the contract and buyer engage the services of another service provider for the remaining part of contract the same shall be at risk and cost of the service provider besides other actions such as encashment of performance security and administrative actions etc
- **Proprietary rights and indemnity:** Service Provider acknowledges that buyer's business data and other buyer's proprietary information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party are confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Buyer depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage buyer and by that reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.

#### 5. Penalties and Termination

(I) The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

SL.NO	Service Level Agreement	Baseline	Penalties For Breach		
			1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
1.	Delay in deployment of security personnel by the service provider	Deployment to start Within 2 weeks of the placement of service order	In case of deployment is made after 2 weeks of placement of order and delay is due to service provider 1% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference to service provider in case so desire	In case of deployment is made after 3 weeks of placement of order and delay is due to service provider 2% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference in case so desire	In case deployment not made 4 weeks after placement of order the contract shall be terminated without any reference
2.	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with public or employees of buyer organisation or other employees of service provider	No instance	Replacement of security personnel and Rs 500 fine on the service provider	Replacement of security personnel and Rs 1000 fine on the service provider	Replacement of security personnel and Rs 5000 fine on the service provider
3.	Security personnel not found displaying photo id or not in proper uniform	No instance	One day Salary due to the employee concerned for the day and Rs 500 penalty on service provider	One day Salary due to the concerned employee and Rs 1000 penalty on service provider	One day Salary due to the employee concerned and Rs 2500 penalty on service provider
4.	Security personnel indulging in drinking/sleeping	Zero instance	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 1000 on the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 2500 the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 5000 on the service provider
5.	If the resource is absent or takes leave without informing or taking prior approval and if service provider fails to provide a substitute	No instance	Penalty equal to wage of the person who was to do duty shall be levied along with an amount of Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 1000
6	In case of expiry of any of the licenses required for performing the services such as PSRA, etc		Termination of the contract		
7	Delay in payments of take home remuneration by the Service Provider to resources employed ,Delay in deposit of EPF and ESI (both employee and employer share)		Rs 1000 for each default		

8	In case of violation Minimum wages Act , Contract labor Act etc. as applicable from time to time applicable for the services	Penalty of Rs 5000 for default in addition to termination of contract and all responsibility on account of violation shall be responsibility of service provider
9	Cumulative penalty	Cumulative penalty shall not exceed 10% of the total contract value and in case exceeds contract is liable to be cancelled

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

1. 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](#)
2. Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required : [click here](#)
3. Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act : [click here](#)
4. Scope of work & Job description : [click here](#)

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

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

#### ePBG Detail | ईपीबीजी विवरण

Advisory Bank   सलाहकार बैंक :	State Bank of India
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	6.00

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

#### Terms and Conditions | नियम और शर्तें

##### 1. General Terms and Conditions-

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

##### 2. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 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

###### 2.2 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.

###### 2.3 Service & Support:

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

###### 2.4 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have. Dedicated/toll Free Telephone No. for Service Support.

###### 2.5 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

###### 2.6 Service & Support:

The Service Provider is required to have at least 20 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

###### 2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

kendriya vidyalaya gopalganj will not pay any Goods and service tax . bidder must be registered in bihar home department , and bidder should produce the valid certificate when asked and registration . kendriya vidyalaya gopalganj will not be liable to pay local taxes or levy etc. after success full completion of bid the success ful bidder will have ti sign an agreement such as given under **Agreement for engaging of agency for providing services for security in Kendriya Vidyalaya, GOPALGANJ, BIHAR**

**This agreement is made on the 22<sup>nd</sup> day of Oct 2021 between Kendriya Vidyalaya Gopalganj Bihar (hereinafter called the Vidyalaya) of the one part and Jai Shankar Industrial Security Services Private Limited (hereinafter called the contractor) of the other part. Whereas, the Vidyalaya desires to have certain services as mentioned in the appendix-I/II/III to this agreement executed on the basis of specification/schedule/rate and each of which documents has been kept signed in duplicate by/on behalf of the parties hereto for the purpose of identification and shall be treated as part or parts of the agreement.**

**Now, it is hereby agreed by and between the parties as follows :-**

**1 For the consideration hereinafter mentioned, the contractor shall upon and subject to the condition annexed here to execute and complete the works as shown and described.**

**2 That this agreement/contract is valid for a period of one year from 01.11.2021 to 31.10.2022 and extendable further for a period one year as agreed by both parties.**

**3 The Vidyalaya will pay the contractor an amount as quoted in tender documents/comparative statement attached herewith for person employed for the services as per requirement of Vidyalaya (or such other sum as small income due and payable hereunder) in accordance with the rates or acceptance of the schedule of rates the time and in the manner specified in the conditions. The rates are as follows :**

**Subject the revised pay schedule issued by Central Govt. from time to time.**

Sl.No.	Category of manpower	Rate of wages (C A rea)per unit monthly	EPF Rate (13 %)	ESI rate (3.2 5%)	Service Charge	Monthly Unit Rate
1	Security without a	15834	1950	514.60	158.34	18456.94

The above rates are mentioned EPF - 13.00 %, ESI - 3.25%, service charges 1.00% as per rates in and service tax (if N/A) as per applicable as government norms, amount from payment will be deducted on pro-rate basis in case of absence of a person on any account. The amount payable per person will not be charged during currency of the contract except in case of any increase in minimum wages by central government.

- 1 The said contractor shall execute/provide the services as mentioned in appendix-I/II/III with his own efforts and labour according to the directions of the vidyalaya or its duly appointed person/agent given from time to time.
- 2 The said contractor shall during the currency of the agreement provide such labour as is required for carrying out the services as contained in the appendix I/II/III.
- 3 The Said contractor will follow latest wages act as per Central Govt.

4 The contractor will provide the certified copy of Bank advice for payment of wages of labours engaged in the Vidyalaya and challan and online receipt EPF and ESIC payment against the labourer payment engaged in the Vidyalaya every month on or before 15<sup>th</sup> day.

5 The said contractor shall execute the said services under his direct personal supervision and in the best workman like manner and shall not on any account whatsoever, employ a sub-contractor except with prior written consent of the vidyalaya, which the vidyalaya may in its absolute discretion withhold without assigning any reason.

6 The Vidyalaya shall pay to the said contractor on 15<sup>th</sup> day of each month against his running bills 50% of such sum as he claims or entitled to on the satisfaction of the services rendered and according to the approved as rates mentioned in the schedule/rates appended her to.

7 The vidyalaya shall not be liable to pay any sum of money to the contractor or anyone else claiming under this contract over and above what is payable under this contract to the contractor.

8 All money which the said contractor shall be liable to pay to the other account shall be deducted by the vidyalaya from and set off against any money or moneys which may be due to said contractor on account of carrying out the services of the contractor.

9 The contractor shall remain liable to and shall indemnify the vidyalaya in respect of all causes of action, claim, damages, compensation or cost, charges and expenses arising out of any accident or injury sustained by the students or employee of the vidyalaya or anyone else in the vidyalaya caused directly or indirectly by anyone in the employment of the contractor or any person claiming to be employed with the contractor or any person claiming to be the agent of the contractor etc. while in or upon the services being rendered out of any act, default or negligence, error in judgement on his part.

10 The vidyalaya shall be entitled to determine this agreement/contract and discharge the contractor without prejudice to other rights and remedies available to it, if the contractor shall become insolvent or fails and or neglects to carry out instructions on its behalf or to complete the service or suspended the same or delay the progress thereof without reasonable cause. It is made clear that the essence of this contract is the satisfaction of the vidyalaya regarding the performance and proper execution of the services.

11 In case of termination of this agreement or contract and/or discharge of the contractor as herein before stipulated, the vidyalaya shall be entitled to appoint a new contractor or contractors to continue according to the vidyalaya specifications and authorize the contractor/contractors to use any plant, materials and the property of the contractor left upon and the contractor shall, in such case lose and profit all the interest whatsoever under this agreement or contract, except his claim for money unpaid on settlement of account between the parties and scrutiny of his bills.

12 The contractor shall, at point of time, during of the currency of the agreement/contract follow the laws applicable for the purpose of carrying out the services for the vidyalaya.

13 The contractor shall carry out any work that may arise directly or indirectly for executing the services which may be incidental for the purpose of rendering the said services.

14 In case of any dispute of difference shall arise between the parties during the currency of after the arrangement/contract has come to an abandonment of the work/services as to the meaning of this contract of touching or relating either to the services or to any other matter or thing arising directly or indirectly under this agreement/contract, then in such an event, the same shall be referred to arbitrator and the final decision of a single arbitrator to be appointed by the vidyalaya who alone shall consider and determine the same and whose certificate or award shall be binding and conclusive upon both the said parties.

In witness where of the said Vidyalaya and the Contractor have here to respectively signed on the 22nd Oct. day Friday and year 2021.

Annexure - I

Terms and conditions for cleaning/sweeping/jobs etc.

For Kendriya Vidyalaya

(Without materials)

1 Name of the KV : Kendriya Vidyalaya Gopalganj

2 Address/location of the building : Gopalganj 841428, Bihar.

3 Area of the building including open space: Whole building and campus

4 No. of days during the month for

which the Services are required : All days except Sunday and Gazetted holidays unless otherwise required on written requisition. Additional charges for cleaning/sweeping etc. whenever required will be payable.

Scope of work :-

A Daily work (from 7 AM to 12:30 PM and 1.30 PM to 5:30 PM or as may be decided by the vidyalaya)

1 Sweeping of entire area of the school building and surrounding of building (including surrounding of boundary) and collection of all waste materials and disposal of the same as per instructions of the principal.

2 Cleaning of the floor area with wet floor duster and detergent, disinfectants, etc., once in the morning before opening of the Kendriya Vidyalaya and thereafter every 2 hours especially in the area like corridors, stairs and reception etc. spray of flit, etc. in the rooms for keeping the rooms free from mosquitoes, flies, etc.

3 Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning again in the afternoon or as may be specified by the principal.

4 Cleaning of carpets durries etc.

5 In case of shortage of water or non-availability of water, bringing water from outside for cleaning.

6 Sweeping and cleaning of open area, roads, passages, lawn etc. within the boundary of the KV.

7 Regular dusting/cleaning of furniture (table and chair) and equipment, telephones, book cases, filing cabinets, almirahs and doors and windows in classrooms, all other rooms and other spaces of the school every day before opening of the vidyalaya.

8 Provision of soap and liquid soap in the toilets and placing sufficient quantity of naphthalene balls/cakes and odonil cakes in the urinals. The contractor will ensure that the toilets mentioned above are always available near each washbasins in the building.

9 The choking of the sanitary installations e.g. traps, bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.

10 All complaints of leakage in the GI and CI pipes, etc. area also to be attended within 24 hours.

**B Item of work to be done generally once in a week**

1 Washing and scrubbing of floor areas with detergents and dirt removing agent.

2 Acid cleaning of sanitary wares, without damaging their shines.

3 Removing stains from floor, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post-cleaning marks.

4 Cleaning of filled surface in the corridors and stair cases.

5 Cleaning of water storage tanks and water coolers, if any.

6 Polishing of brass name plates and number plates and cleaning of all other name plates/boards.

7 Dusting and cleaning of fans, electrical fitting and windpanes with glass cleaning chemical/agents and cleaning of partition panelling etc.

8 Removal of cobwebs in all rooms and other spaces of the school.

**Requirement from the staff of the agency : their duties, behaviour etc.**

1 The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.

2 The contractor's staff shall not disturb the employees of Kendriya Vidyalaya or make any sort of noise in the school premise.

3 The contractor's workers shall be polite, courteous well behaved and honest.

4 The contractor shall be fully responsible and liable for any theft. Burglary fire or any other mischievous deed done by its workers.

5 The antecedents of all the workers will be got verified from police by the agency before deployment for work.

6 The contractor's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.

7 The Kendriya vidyalaya shall have the rights to impose cash penalty on the contractor or deduct such amounts from its security deposit in case the kendriya vidyalaya is put to any financial loss directly or indirectly by any act of imission or commission on the part of the contractor's workers.

8 The contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages. Prescribed by the central government and will include such other benefits may be available to its employees under the relevant acts and regulations applicable in the central. The kendriya vidyalaya shall not entertain any such claim of the person employed by the contractor and shall be liable for it.

9 Insurance and accident risks of the workers will be the responsibility of the contractor.

10 All the workers of the contractors shall be free from infectious diseases.

11 The contractor will ensure that proper license/from the concerned authorities, wherever applicable, are obtained promptly.

12 The contractor shall in no case transfer the services it is required to perform under this agreement to any other contractor or person without prior permission from the kendriya vidyalaya in writing.

13 The contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the kendriya vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.

14 The kendriya vidyalaya reserved the right to order any worker of the contractor to leave the premises of the kendriya vidyalaya if his presence at any time is felt undesirable.

**D General conditions :**

1 Agreement : For one year extendable for one year with the consent of both parties and on outstanding performance of the work during last year by the contractor.

2 Terms of payment : The kendriya vidyalaya shall pay the agreed amount to the contractor on monthly basis after completion of the month and submission of a certificate by the principal of the vidyalaya that "the work has been done satisfactorily" in case work is found unsatisfactory 50% payment will be withheld and it will be released only when his work is found as quality and to the satisfaction of Kendriya vidyalaya.

3 Room Facility : The kendriya vidyalaya shall provide a small room/space for the supervisor and storage of material etc. to the contractor free of cost during the period of contract. No name plates of the contractor shall be allowed on the room and nobody will be allowed to stay in it after school hours.

**E Notice of Termination of contract :**

1 The contract can be terminated without assigning any reasons by giving one months notice in writing by either side.

**F Supervision :**

1 The contractor shall authorise a person to supervise the cleaning and maintenance service who will report to the designated officer or any other office of the kendriya vidyalaya so authorised as and when he is required to do so by the kendriya vidyalaya.

**G Arbitration :**

In case of any dispute between the contractor and the kendriya vidyalaya arising out of or in relation to the agreement, the dispute shall be referred to a sole arbitrator to be appointed by the kendriya vidyalaya and the decision of such arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940.

**H Jurisdiction :**

The courts at the station will have jurisdiction over all legal disputes under this agreement.

**Terms and condition for security services**

1 Name of the KV : Kendriya Vidyalaya, Gopalganj Bihar

2 Address/location of the building : Kendriya Vidyalaya, Gopalganj Bihar

3 Area of the building including open space: Whole building and campus

4 No. of days during the month : All the days including holidays and round the clock.

Scope of work

Terms and conditions to be executed between the JAI SHANKAR INDUSTRIAL SECURITY SERVICES (P) limited and kendriya vidyalaya, GOPALGANJ for providing security services

1. 1 That the agency shall provide security arrangement for kendriya vidyalaya,

Gopalganj building/premises located at Gopalganj with effect from 01.11.2021

- 2 That the agency would undertake to engage, employ and provide the requisite number of trained/Ex-serviceman for the purpose and also be responsible for payment of their emoluments and duties, discipline and work. In situations where Ex-serviceman are not available other can be engaged for the purpose by the agency.
- 3 That the entire responsibility for taking security measure of the said building/premises is of the agency and the vidyalaya will not be liable to pay anything for the security lapses as provided. The agency will be responsible for any loss of property etc., negligence of the persons employed by it.
- 4 That the agency shall provide complete continuous security measures throughout 24 hours by changing the personnel in rotation or replacement.
- 5 That the vidyalaya on its part shall at no time directly or indirectly employ the service of or deal with any person introduced by the agency for a period of one year from the date of termination of the contract.
- 6 The relationship fee for providing security services will be as per the rates prescribed by the director general resettlement/district soldier board of any other body of Ex-serviceman recognized, for the purpose by the Central government as the case may be.
- 7 That the tenure of the service agreement shall be initially for a period of one year with effect from 01.11.2021 and thereafter it shall continue till either side intends to terminate giving one month notice in advance to the other side or paying one month's dues in lieu of the notice.
- 8 That the vidyalaya on its part shall not be liable to any charges, dues, compensation under any of the industrial loss or other application in this behalf the personal which shall be the responsibility of the agency only, who shall be the employer of such personnel.
- 9 The contractor be liable for any loss or breakage or damages done by its employee or theft during the period of contract. The contractor shall pay to the vidyalaya exact cost or go for replacement.
- 10 Any dispute arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the executive committee of kendriya vidyalaya Gopalganj. As per The Indian Arbitration Act. The seat of the arbitration shall be at Patna and the proceedings shall be governed by the Arbitration Act, 1940.

In witness where of the (parties here to have signed. This Agreement on the day month and year mentioned here in before.

Parties

For and on behalf of KVS For and on behalf

Indenting office Contracting agency

Principal MANAGER

Kendriya Vidyalaya, GOPALGANJ (JSIS Pvt. Ltd., Muz.)

Signature : Signature :

Name : Name :

Witness (Name and address) Witness (Name and address)

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Annexure-III

Terms and conditions for providing services of gardening in the vidyalaya

- 1 Name of the KV : Kendriya Vidyalaya Gopalganj
- 2 Address/location of the building : Gopalganj 841428, Bihar
- 3 Area of the building including open space: Whole building and campus
- 4 No. of days during the month : All working days and as described by the vidyalaya

Scope of work

Maintenance and upkeep of gardens, play-field and compound of the vidyalaya.

Terms and conditions for providing services of gardening in the vidyalaya

- 1 That the agency shall provide gardening arrangement of kendriya vidyalaya premises located at Gopalganj 841428 with effect from 01.10.2019
- 2 That the agency would engage, employ and provide for payment of their emoluments and dues, discipline and work.
- 3 That the entire responsibility for taking maintenance measures of the gardens, play fields, and compound of said premises of the agency. The agency will be responsible for any loss of property etc. for negligence of the person employed by it.
- 4 That the agency shall provide complete continuous gardening measures throughout the year to the vidyalaya by changing the personnel in rotation or replacement if necessary.
- 5 That the vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with the person introduced by the agency for a period of one year from the date of termination of the contract.
- 6 The tenure of the service agreement shall be initially for period of one year with effect from 01.10.2019 and thereafter it shall continue either side intends to terminate giving one month's notice in advance to the other side or paying one month's due in lieu of the notice.
- 7 That the vidyalaya on its part shall not be liable to pay any charges, dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be responsibility of the agency who shall be the employer of such personnel.
- 8 Any dispute arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the executive committee of kendriya vidyalaya, Gopalganj. As per the Indian arbitration act. The seat of the arbitration shall be at Patna and proceedings shall be governed by the Indian Arbitration Act, 1940.

Seal of the parties

In witness where of the (parties here to have signed. This Agreement on the day month and year mentioned here in before.

Parties

For and on behalf of KVS For and on behalf

Indenting office Contracting agency

Principal MANAGER

Kendriya Vidyalaya, GOPALGANJ (JSIS Pvt. Ltd., Muz.)

Signature : Signature :

Name : \_\_\_\_\_ Name :

Witness (Name and address) Witness (Name and address)

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**2.8 Forms of EMD and PBG:**  
Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of  
kendriya vidyalaya , gopalganj VVN account  
payable at  
Gopalganj , Bihar  
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**2.9 Forms of EMD and PBG:**  
Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name  
kendriya vidyalaya gopalganj vvn account  
Account No.  
567202050000002  
IFSC Code  
UBIN0556726  
Bank Name  
Union Bank Of India  
Branch address  
station Road Gopalganj  
.  
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**2.10 Forms of EMD and PBG:**  
Bidders can also submit the EMD with Account Payee Demand Draft in favour of  
kendriya vidyalaya Gopalganj VVN Account  
payable at  
Gopalganj  
.  
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.

**2.11 Purchase Preference (State):**  
Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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