

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687749326749

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

Organisation Details | संगठन विवरण

Type | प्ररूप : Central PSU
Ministry | मंत्रालय : Ministry of Petroleum and Natural Gas
Department | विभाग : ENGINEERS INDIA Limited
Organisation Name | संगठन का नाम : ENGINEERS INDIA Limited
Office Zone | कार्यालय क्षेत्र : Engineers India Limited

Buyer Details | खरीदार विवरण

Designation | पद : AGM
Contact No. | संपर्क नंबर : 044-27469400-2206
Email ID | ईमेल आईडी : mahesh.r@eil.co.in
GSTIN | जीएसटीआईएन : -
Address | पता : Engineers India Limited, EI Bhawan, Plot No.F9, First Main Road, Sipcot IT Park, Siruseri, Chennai-603103, KANCHIPURAM, TAMIL NADU-603103, India

Financial Approval Detail | वित्तीय स्वीकृति विवरण

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

Paying Authority Details | भुगतान प्राधिकरण विवरण

Role: PAO
Payment Mode | EIL
भुगतान का तरीका :
Designation | पद : AGM
Email ID | ईमेल आईडी : sonia.aggarwal@eil.co.in
GSTIN | जीएसटीआईएन : 07AAACE5318C2Z4
Address | पता : 1, BHIKAJI CAMA PLACE, NEW DELHI, South West delhi, DELHI-110066, India

Consignee Details | परेषिती विवरण

S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क : -9910096775- Email ID ईमेल आईडी : goushiya.pillai@eil.co.in GSTIN जीएसटीआईएन : - Address पता : Engineers India Limited, PMC/EPCM Consultancy services for CPCL's 9MMTPA Cauvery Basin Refinery (CBR), Pannangudi, Nagapattinam District, Tamilnadu - 611002, NAGAPATTINAM, TAMIL NADU-611002, India	Facility Management Service- Manpower based (Version 2) - Commercial; Housekeeping; Unskilled

Service Provider Details | सेवा प्रदाता विवरण

GeM Seller ID | जेम विक्रेता आईडी : 257Y210002920143
Company Name | कंपनी का नाम : TIDY CORPORATE SERVICES PRIVATE LIMITED
Contact No. | संपर्क नंबर : 09884690374
Email ID | ईमेल आईडी : tidyfms@gmail.com
Address | पता : 98/2, 3rd Street, Journalist Colony, Thiruvannamiyur, Chennai, TAMIL NADU-600041, -
MSME Registration number | एमएसएमई पंजीकरण संख्या : UDYAM-TN-02-0022211
MSE Social Category | एमएसई सामाजिक श्रेणी : OBC
MSE Gender | एमएसई लिंग श्रेणी : Male
GSTIN | जीएसटीआईएन : 33AAMCS3169B1ZH

*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) : 01-Jan-2024

Service End Date | सेवा समाप्ति तिथि : 31-Mar-2024

Category Name | श्रेणी नाम : Facility Management Service- Manpower based (Version 2)

Billing Cycle | बिलिंग चक्र : weekly

Description विवरण	Number of Resources to be hired	Percentage of Service charge inclusive of GST
Type of Premise	Commercial	
Type of Services Required	Housekeeping	
Skill Category	Unskilled	
Type of Function	Admin	
List of Profiles	Office Helper	
Educational Qualification	Not Required	
Specialization	Not Required	
Post Graduation	Not Required	
Specialization for PG	Not Applicable	
Experience	0 to 3 Years	
Number of working days in a month	26	
Tenure/ Duration of Employment (in months)	3	
Minimum daily wage (INR) exclusive of GST	504	
Provident Fund (INR per day)	60.48	
EDLI (INR per day)	2.52	
EPF Admin Charge (INR per day)	2.52	
ESI (INR per day)	16.38	

Bonus (INR per day)	41.98	
Optional Allowances 1 (INR per day)	51.76	
Optional Allowances 2 (INR per day)	0	
Optional Allowances 3 (INR per day)	0	
Total Amount (Formula) कुल राशि (सूत्र) : ((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (1 NR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Option al Allowances 3 (INR per day)) *Number of working days in a month)*1.18 + (Perce ntage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)/100) *Number of Resources to be hired*Tenure/ Duration of Employment (in months))		
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	193785.07	
Total Addon Value कुल एडऑन मूल्य (INR)	0	
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	193785.07	
Amount of Contract अनुबंध की राशि		
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)		193785.07
SLA Details एसएलए विवरण		
Service Level Agreement for Facility Management Services		
1 Agreement Overview This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the buyer and Facility Management Services (FMS) Service provider. The purpose of this agreement is to facilitate implementation of facility management services at the buyer’s premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer’s obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof. The Services contracts placed through GeM shall be governed by following set of Terms and Conditions: - General terms and conditions for Services; - Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service; - BID / Reverse Auction specific ATC. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider. The service will be provided in bid only mode.		
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: - Provide clear reference to service ownership, accountability, roles and responsibilities of both parties - Present a clear, concise and measurable description of services offered to the buyer - Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified - To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.		
3 Parties to the Agreement The main stakeholders associated with this agreement are below- Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.		
4 Scope of Services This service deals with hiring of facility management services which encompasses all activities related to keeping a complex operating with all its infrastructural and maintenance related requirements. This service includes multiple disciplines to ensure functionality, comfort, safety and efficiency of the built environment by integrating people, place, process and technology. It typically includes a wide range of function and support services such as housekeeping, security, property or building management, basic engineering services, mail and messenger services, records management, safety and other support duties. Type of Model: This service offering can be availed basis three models namely (i) manpower, (ii) outcome (area) based and (iii) hybrid (which is combination of both manpower and outcome). The services need to be provided basis the model selected. - Manpower based model: Service provider will deploy manpower for rendering selected services as per the roles/ manpower profiles selected by buyer. - Outcome (area) based model: Service provider will deploy manpower basis his estimate depending on the information of premises and services selected by buyer. Buyer may mention the minimum assured manpower required for a service. - Hybrid model: Service provider needs to provide some services on manpower-based model while some on outcome (area) based depending on the selection of buyer during bid. Types of Services: This service offering provides multiple services under a single contract for professional maintenance and upkeep of the property (commercial, residential, hospitality, healthcare, industrial, etc.). Buyers of this service will have the option to choose the type of service and service components as per their requirement, for which the following categories have been defined:		
#	Services	Service Component
		- Cleaning & Sanitation - Front Desk Management - Mail Management/ Runner - Waste Management (other than healthcare facility)
1	Housekeeping	Waste Management (Healthcare)

#	Services	Laundry Services
		Service Component - Work Routine Services (Healthcare) - Work Routine Services (other than healthcare facility) - Regular work of Guest House/ Hostel (Hospitality) (such as porter services, lift man, etc.)
2	Security Services	- Physical Security - Parking Management - CCTV Control & Operations - Visitor Management & Access Control
3	Horticulture Services	- Gardening - Landscape
4	Patient Support Services	- Assisting the patient in getting into or out of the bed - Attend to the personal hygiene of patients - Preparing and carrying the patients for operations, laboratory, X-ray and other investigations - Carrying and transporting patients to various wards/ departments in the hospital - Assist in maintaining stocks of linen and non-medical supplies - Assist the nurses or doctors in diagnostic and treatment procedures - Assist in sterilization of instruments, appliances and dressings and dressing of postoperative wounds
5	Pest Control Service	- Bedbug control - Disinfestation - General Pest Control - Rodent control - Termite Control (Spot treatment/ drilling treatment) - Vector control (mosquitos/ insects) - Cockroach control - Fumigation - Pest proofing (Pest proofing is closure of holes and cracks that may potentially cause pest infestation) - Infection control (Surface sterilization)
6	O&M of Civil Work	- Carpentry - Masonry - Painting - Sewer/ Drainage
7	O&M Mechanical	- Plumbing - Water Supply - Pumps - Fire Fighting System - Lift
8	O&M of Electrical Work	- Electrical Supply of HT/LT - DG Sets - UPS - AC Chillers - HVAC - Transformers

Manpower Required: Service provider shall provide manpower based on buyer's selection of manpower profile, quantity and skill level. Buyers of this service will have the option to choose the type of manpower as per their requirement.

4.1 Service Details and Standards

- Service provider shall abide at all times by the all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority
- Service provider shall make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

- Service provider is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/contractors, therefore for ensuring safety compliance by them, FMC is required to monitor the delivery of service and report client in case of non-compliance of safety requirements immediately
1. The manpower deployed should maintain polite & courteous behavior towards the buyer. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.

4.2 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of manpower to be provided. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
 2. The manpower provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labor laws and acts and other relevant laws will be the sole responsibility of the service provider.
- Service provider shall not deploy any manpower that is ailing from any contagious disease
1. Service provider shall verify the character & antecedent of manpower to be deployed.
 2. The persons deployed during the course of their work shall perform integrity to the Buyer and shall not disclose/ share any qualified documents and information which they are not supposed to divulge to Service Provider/ third parties.
 3. Service provider shall indemnify the buyer against all the losses, injuries and any kind of damage arrived due to its activities
- The buyer will in no way be responsible for violation of labor laws and /or infringement of any other law for the time being in force, either by the manpower provided or by the service provider.
 - 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 premises. 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 concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
1. 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.
 2. Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
 3. **As per DoE OM No.F. 6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM.**

5 Service Provider's Obligation

1. Service provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
 2. Service provider shall attend to emergency works in time. No extra payment will be made for working on odd hours for emergency works.
- Service provider will be required to submit list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his staff /workers
1. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.
 2. In an event that, for any reason, the manpower provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
 3. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
- Service Provider shall produce to the Buyer the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
 - Service Provider shall cover all its personnel under the relevant laws of EPF, Labor, ESIC etc. Proof of the same should be submitted by the Service Provider.
1. Service Provider shall submit a copy of wages sheet showing monthly wages paid to its personnel.
 2. Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
 3. Service Provider shall also provide at its own cost all benefits statutory or otherwise to its deployed personnel and the Buyer shall not have any liability whatsoever on this account.
- Service provider shall employ only manpower who has completed eighteen years of age and not above 65 years of age
 - The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
 - The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
1. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
- Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
 - In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to absence of personnel or any other reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per the provisions of the contract.
 - The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel so provided by him.
 - The working hours and days of the manpower will be as per the existing applicable rules of the respective Central/State Government organizations. However, they have to work on holidays, if necessary and required based on demand of work.

6 Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.
 2. Buyer must immediately report to the designated representative of the Service Provider for any problems, complaints, incidents or accidents that occur during the contract including any form of inappropriate behavior/ improper uniform by the personnel.
- Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services as soon as possible after the buyer becomes aware of them.
1. Buyer may calculate their requirement of resources based on 8 hours per shift. For example, to hire a security personnel for a month (i.e. thirty service days) to offer the services for 24 hours on a 3-shift basis, the required number of resources would be 3 personnel for the month.
 2. *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.*
1. **Price Variation Clause:**
 "It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

7 Service Tracking

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

7.1 Logbook

1. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel shall be recorded on a Job Card, duly signed by the buyer's representative. Service provider shall also submit a duly signed comprehensive report every month, detailing the services performed during the month.
 2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
- Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as accepted
1. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

7.2 Service Performance and Feedback

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

8 Penalties and Fine

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

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2 nd instance	3 rd instance	
1	Non deployment of manpower	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 days, @1 % per day of the total value and beyond 15 days cancellation of contract with cancellation charges @ 10% of the order value	Up to 15 days, @2 % per day of the total value and beyond 15 days cancellation of contract with cancellation charges @ 10% of the order value	Cancellation of contract with cancellation charges @ 10% of the order value	
2	Failure to address deficiencies/ complaints brought to notice by buyer	Deficiencies/ complaints not addressed promptly	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.
3	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			
4	If the employee is found responsible for any theft, loss of material/ articles and damages		Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days	Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.		Cancellation of the contract with cancellation charges @ 10% of the order value
5	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	
6	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 for each default, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day for each default, 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	
7	If the employee is absent or takes leave for more than 2 days without informing or taking prior approval.		Substitute within 2 days failing which, @ 1 % per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @	Substitute within 2 days failing which, @ 3 % per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of		Cancellation of the contract with cancellation charges @ 10% of the order value

#	Nature of Default	Default Details	Penalties			Remarks
			10% of the order value	the order value		
8	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			
			1 st instance	2 nd instance	3 rd instance	
			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	-	

• Penalties for a specific month / period shall be capped at 10% of bill generated for that month / period.
 • If any SLA is breached beyond 3 instances in any billing period, then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days.

9 Payment Terms

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

Some notable points under payment terms are-

9.1 Payment Condition

- The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
 - No advance payment shall be made to the Service Provider.
- The price quoted shall cover all aspects of service delivery.
- Service Provider 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.
 - Employers share of EPF & ESI actually deposited to the respective authorities with proof of deposit of both employee and employer share by the end of the second week of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed.
 - The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number 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.
- 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 a penalty will be deducted.
 - 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.
- 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.
 - Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
 - 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 and the price quoted is inclusive.
- The Service Provider shall ensure payment regularly for 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.
 - 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.
 - The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.

9.2 Payment Cycle

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

9.3 Payment Process

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

9.3 Formula Used

8.1 Cumulative Cost (Daily):-

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

Where,

“bp” = Basic dailywage (INR) exclusive of GST

“pf” = Provident Fund (INR Daily)

“edli” = EDLI (INR Daily)

“esi” = ESI (INR Daily)

“bonus” = Bonus (INR Daily)

“admin” = EPF Admin Charge (INR Daily)

“nm1” = Optional Allowance 1 (INR Daily)

“nm2” = Optional Allowance 2 (INR Daily)

“nm3” = Optional Allowance 3 (INR Daily)

“m” = Cumulative Cost (INR Daily)

8.2 Total:-

“tcv” = (d * 1.18 + d * sc / 100) *nd * t * q

Where

“tcv” = Total Contract Value

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

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

“nd” = No. of working days in a month

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

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

10 Amendment of Contract

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

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

11 Termination of Contract

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

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

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

ePBG Detail | ईपीबीजी विवरण

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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

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

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