

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687717061993
अनुबंध तिथि | Contract Generated Date : 01-Mar-2024
बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4394015](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Civil Aviation विभाग Department : Airports Authority of India (AAI) संगठन का नाम Organisation Name : Airports Authority of India ,RHQ NR - Rangpuri कार्यालय क्षेत्र Office Zone: Aai Rhq Nr	पद Designation : Sr Manager Civil संपर्क नंबर Contact No. : 0186-2236800-800 ईमेल आईडी Email ID : buycon1.aai.ptk@gembuyer.in जीएसटीआईएन GSTIN : 03AAACA6412D1ZI पता Address : Airports Authority of India, Civil Enclave Pathankot, PO Box No. 62, Pathankot Punjab - 145001, Pathankot, PUNJAB-145001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: APD Adampur वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : AGM (Fin)	भुगतान का तरीका Role: BUYER भुगतान का तरीका Payment Mode: Offline पद Designation : Sr Manager Civil ईमेल आईडी Email ID : buycon1.aai.ptk@gembuyer.in जीएसटीआईएन GSTIN : 03AAACA6412D1ZI पता Address: Airports Authority of India, Civil Enclave Pathankot, PO Box No. 62, Pathankot Punjab - 145001, Gurdaspur, PUNJAB-145001, India

परोक्षिती विवरण Consignee Details		सेवा विवरण Service Description
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	
1	संपर्क Contact : 0186-2236800-800 ईमेल आईडी Email ID : buycon1.aai.ptk@gembuyer.in जीएसटीआईएन GSTIN : 03AAACA6412D1ZI पता Address : Airports Authority of India, Civil Enclave Pathankot, PO Box No. 62, Pathankot Punjab - 145001, Pathankot, PUNJAB-145001, India	Horticulture Service – Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Trimming & Pruning; Gardner (Mali)

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	60E9180000343711
कंपनी का नाम Company Name :	SIGMA INFOTECH
संपर्क नंबर Contact No. :	09826285944
ईमेल आईडी Email ID :	sigma.infotech577@gmail.com
पता Address :	M/S SIGMA INFOTECH,L - 5 , THADDARAM COMPLEX,ZONE - I,M . P . NAGAR, BHOPAL, MADHYA PRADESH-462011, -
एमएसएमई सत्यापित MSME verified :	Yes
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-MP-10-0010918
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Female
जीएसटीआईएन GSTIN:	23DFSPS2354D1ZB

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 08-Mar-2024
 सेवा समाप्ति तिथि | Service End Date : 08-Mar-2026

श्रेणी नाम | Category Name : Horticulture Service – Manpower Based Model

बिलिंग चक्र | Billing Cycle: quarterly

विवरण Description	Number of Resources	Percentage of service charge on monthly cost(inclusive of GST)
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park	
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Trimming & Pruning	
Profiles	Gardner (Mali)	
Skill Category	Unskilled	
Educational Qualification	Not required	
Experience	0 to 3 Years	
Certifications/Training/ Membership	Not required	
Total Area in Sqm.	19329	

Total no. of working days in a month	26	5	4.34
Bonus (in % of Basic Pay)	8.33		
EDLI (in % of Basic Pay)	0		
EPF ((in % of Basic Pay)	12		
ESI (in % of Basic Pay)	3.25		
Monthly Wage/ Remuneration	16328		
Non Mandatory compliance 1 (Absolute Value / Amount)	0		
Non Mandatory compliance 2 (Absolute Value / Amount)	0		
Non Mandatory compliance 3 (Absolute Value / Amount)	0		
Provident Fund (in % of Basic Pay)	0		
Deployment of Machines in months	0		
Contract Period in Months	24		

कुल राशि (सूत्र) | Total Amount (Formula) :
 ((((Monthly Wage/ Remuneration)+(ESI (in % of Basic Pay)+EPF ((in % of Basic Pay)+Provident Fund (in % of Basic Pay)+EDLI (in % of Basic Pay)+Bonus (in % of Basic Pay))* (Monthly Wage/ Remuneration)/100)+Non Mandatory compliance 1 (Absolute Value / Amount)+Non Mandatory compliance 2 (Absolute Value / Amount)+Non Mandatory compliance 3 (Absolute Value / Amount))*1.18*Number of Resources*Contract Period in Months)*(1+Percentage of service charge on monthly cost(inclusive of GST)/100))

एडऑन के बिना कुल मूल्य Total Value without Addons(INR)	2981228.53
कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	2981228.53

अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	2981228.53

एसएलए विवरण | SLA Details

**SERVICES STC
SPECIAL TERMS AND CONDITIONS
FOR HORTICULTURE SERVICE**

1 Preamble

This Agreement represents the Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer (the procuring entity) and the Service Provider (the Service Provider). The purpose of this agreement is to facilitate/ provide Horticulture Services – Manpower Based for the Buyer. This Agreement outlines the scope of work, obligations, payment terms and penalties in case of non-adherence to the defined terms and conditions of the parties. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

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

1. General terms and conditions for Services
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service
 - Bid / Reverse Auction specific Additional Terms and Conditions (ATC)

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

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 the Service Provider/ Service Provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
2. Present a clear, concise and measurable description of services offered to the buyer
 - Establish terms and conditions for all the involved stakeholders, including the actions to be taken in case of failure to comply with conditions specified
1. 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-

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

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ 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

The scope of services requires the Service Provider/Service Provider to provide Horticulture Services which encompasses rendering services to maintain and develop a garden, plantation and keep the property green using appropriate services depending upon the Buyer's requirement. The Service Provider would be required to provide enough and qualified manpower, capable of supporting the functioning of the project/ department in a manner desired by the Buyer. The services shall be rendered as per the agreement signed between the parties which may be required for one or more locations.

Buyers of this service will have the option to choose the desired manpower based on type of function, educational qualification, work experience, skill categories as per their requirement. Buyer will also provide additional details like duration of requirement, number of manpower required etc. Service Providers will quote price as per the given service parameters.

The different type of Horticulture service which shall constitute the scope of services are as shown below:

S. No	Scope of Service	Description of Activities
1	Development of Garden/Lawn/Field/Nursery/Park	This scope covers Site Clearing, Soil Quality Checking, Garden Designing, Soil Preparation, Plantation of Trees/Plants, Raising of Seedlings, Cultivation of Grass, Raising of seedlings and other such activities.
2	General Maintenance of Garden/Lawn/Field/Nursery/Park	This scope covers following activities i.e. Mowing, Strimming, Laying, Sweeping, Watering, Weeding, Removal of unwanted Vegetation, Applying Fertilizers, Applying Pesticide, Trimming and Pruning, Planting and Maintenance of Trees/Plants/Grass, Cleaning of Drains and other such activities
3	Maintenance of Potted/Container Plants	This scope cover following activities i.e. Strimming, Laying, Sweeping, Watering, Weeding, Applying Fertilizer, Applying Pesticide, Planting Trees/Plants, Cleaning and Painting of Potted Plants.
4	Landscaping of Garden/Lawn/Field/Nursery/Park	This scope includes making a garden more attractive by altering the existing design, adding ornamental features, and planting trees and shrub

Note: These parameters are used for the purpose of information only and will not impact the cost of the service. The costing will be done on monthly manpower basis along with consumables.

The various custom or add on parameters that can be added/selected by the buyer to the service's scope of work at the bid stage are as follows. The service provider shall provide the service as per the buyer's selection.

Addons (Consumables) – The buyer shall choose from the list of consumables required from Service Provider. If the buyer selects the model with known quantity of deliverables, then the buyer shall provide approximate quantity for the contract period as well.

Mentioned below is the predefined list of consumables for buyer selection. If the buyer is required to provide a customized list of other consumables, then buyer can provide the details in the bid Stage.

- **Fertilizers** - Inorganic Fertilizers, Nitrogen Fertilizers, Phosphorus Fertilizer, Organic Fertilizers
- **Pesticides** - Insecticides, Herbicides, Rodenticides, Bactericides, Fungicides, Larvicides
- **Seeds** - Flower, Fruit, Grass, Herb, Vegetable
- **Mulch**
- **Plants/Trees** – Bonsai, Bamboo, Flower, Foliage, Fruit, Vegetable, Herb, Shrub, Succulent
- **Machinery** – Under Machinery fuel and other charges are included in the cost of Machine and various machines are Electric Lawn Mower, Manual Lawn Mower, Water Pump, Blower, Tractor, Hedge cutters, Chainsaws, Trimmer, Irrigation System
- **Pots/Container** - Concrete Pots/Container - 6 Inches, Concrete Pots/Container -12 Inches, Terra-Cotta Pots/Container - 6 Inches, Terra-Cotta Pots/Container - 12 Inches, Fiber glass Pots/Container - 6 Inches, Fiber glass Pots/Container - 12 Inches

Customized Parameter under Add-ons	Details to be uploaded by Buyer during the bid stage
Customized Job Description mentioned in Service	In case, buyer select additional task beyond the Job Description then following details to be provided by Buyer <ul style="list-style-type: none"> · Description of Additional Work · Name of Pesticide
Customized Pesticide	<ul style="list-style-type: none"> · Composition of Pesticide (if required and known) · Quantity of Pesticide · Name of Fertilizers
Customized Fertilizers	<ul style="list-style-type: none"> · Composition of Fertilizers (if required and known) · Quantity of Fertilizers · Name of Seeds
Customized Seeds	<ul style="list-style-type: none"> · Quantity of Seeds

Customized Plants/Trees	<ul style="list-style-type: none"> · Name of Plants/Trees · Quantity of Plants/Trees
Customized Machinery	<ul style="list-style-type: none"> · Name of Machinery · Specification of Machinery (if required and known) · Quantity of Machinery
Customized Pots/Container	<ul style="list-style-type: none"> · Name of Pots/Container · Composition of Pots/Container · Size of Pots/Container · Quantity of Pots/Container

4.1 Service Details and Standards

1. Development and Maintenance works

2. The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
3. The maintenance of lawn shall include weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping and watering etc. and patch work by planting the do b grass where dead.

- The maintenance of trees, shrubs and creepers shall include: the maintenance of all trees, shrubs and creepers by their manuring, watering hoeing, pruning and trimming, replacement of old dead one by one and to ensure enough supply of air and water. Circular diaries around the tree trunk are to be prepared. The creepers across wall are to be provided support by rope and other trees and shrubs by bamboo sticks as required.

1. The maintenance of hedges shall include: their watering, hoeing of channels, pruning and trimming and replacing old and dead plants by planting the new saplings/cuttings dead/uprooted plants etc.

2. Along with the maintenance works as mentioned in table above, the curb stones along with roads and decor able pots in the campus shall be washed at least once a month.

3. The potted Plants are to be maintained at least at the present level of maintenance in the building, both inside the Corridors on all floors and around the building.

- The Service Provider shall mow the grass at regular intervals as stipulated by the Buyer and should not be allowed to over grow under any circumstances.
- Periodic / frequent and regular checks to be carried out for pests and diseases and in the event of infestation, prompt spraying of appropriate pesticide/fungicide etc. should be done in accordance with the manufacturer's instructions or as per the direction.

1. Light garden sweeping, removal and disposal of garden refuse and cut grass to a dumping place approved by the Buyer's Engineer- in- charge. No grass/ refuse to be left overnight in the garden area.

2. During special occasions such as Independence Day, Republic Day and any other major national/state holiday, the Service Provider will be responsible for floral decoration of the office. Payment for the same shall be made on actuals.

3. Existing vegetation mentioned to be retained or as per direction should be protected from damage and maintained in good and effective conditions

- In case, the consumables are procured by Service Provider, it shall be of highest quality available in market and same must be approved by buyer also.

1. Safety, security and Compliance

2. The Service Provider shall use standard quality pesticides only. The pesticides used shall be environment friendly and must be approved by Buyer. Bio-Medical Waste Management rules, wherever applicable shall be followed by the Service Provider.

3. The Service Provider must ensure that all necessary measures are taken to ensure safety of furniture, structure and people within the premise where the service is performed. Inspection of quality by supervisors during the execution of service by the staff should be regularized/ periodic.

- A mandatory, detailed contingency plan(s)/evacuation plan during the period chemical spraying and in the event of overdose of chemical spraying shall be provided by the Service Provider.

1. Smoking and chewing tobacco etc. are strictly prohibited during working hours. Any of the deployed staff for horticulture services found smoking/chewing in the buyer's premises shall be removed immediately and shall not be deployed again over the contract duration.

2. The Service Provider shall employ only adult trained, efficient and responsible staff with good health and sound mind for providing required services.

3. The Service Provider would be bound by the conditions about police verification of the deployed staff and their medical fitness. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas should be submitted and also list of employees with biodata of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of Buyer. Any changes should be informed immediately.

- The personnel deployed shall undergo medical examination at the expense of the Service Provider to ensure that they are free from any communicable diseases and furnish medical examination certificate as and when called for by the Buyer.

- The Service Provider shall be responsible for ensuring compliance with the provisions related to Labor Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labor [Rand A] Act, Workmen Compensation Ac etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules.

1. Manpower Management

2. 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. In case of continuous work (24 hours), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor law, maximum working hours, minimum wages, overtime and/ or any other conditions mentioned in the contract.

3. The Service Provider will ensure that these resources remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the Buyer.

- The supervisor and workers should be certified and should have valid license to perform such service.

1. The manpower deployed shall be punctual and reach Buyer's premise/ designated premise on the time defined by Buyer, prior information shall be given to Buyer for any delay/ absence. In case, deployed person comes late/leaves early on three occasions, one-day wage shall be deducted.
 2. 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.
 3. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.
- The Service Provider shall make his own arrangements for transportation of his employees, if required.
 - The Service Provider shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost in April and October each year. (An add on against this has been proposed as it may not be applicable for all categories)
1. In case of non-availability of specifically demanded manpower; the Service Provider shall communicate the same to Buyer at least 1 month prior to the employment start date.
 2. The Service Provider shall maintain the Minimum Wages Rules set by the state Government, and in the tender application the categories of the labor to be engaged should be specified as viz. unskilled and semi-skilled. The Service Provider will make payment to his staff engaged in the park as per the minimum wages rates for these categories, as specified from time to time by the state Government and follow the relevant labor rules.
 3. Any violation of contractual obligations by the Service Provider/ manpower shall attract penalties, before imposing a penalty, the Buyer will provide 3 days prior notice to the Service Provider to make its representation. The Service Provider confirms and agrees that penalty whenever becomes payable, shall be deducted by the Buyer from the payments due to the Service Provider.

4.2 Defined Timelines

1. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
 2. The daily normal working hours would be stipulated by Buyer and may vary as per the Buyer's directions, subject to staggering of duty hours as per actual requirements.
- Buyer shall notify Service Provider of any change in schedule of manpower shift. The notification shall be provided 24 hours prior to change.
1. If Buyer requires additional manpower during the contract period; Buyer shall inform about the same with specific requirements to the Service Provider 2 months prior to the employment start date.
 2. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
 3. The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the Service Provider and additional manpower shall be withdrawn at the given time. If the requirement is increased, the Service Provider shall provide additional manpower on the same terms and conditions in reasonable time.

4.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract and will be responsible and liable to deliver the services as per the contract.
 2. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules and 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 manpower deployed for the Development and Maintenance of Horticultural Work should be enough, qualified and trained to carry out the contracted scope of work and have the knowledge of safety procedures, as per Buyer's requirement. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to penalties and/or replacement of the resource with the matching skillset or profile desired by the Buyer.
 - Service Provider will not use buyer machinery or his machinery (when placed under Buyer premises) for any personal use or for any other activity not related to the scope of work under the contract.
 - The Service Provider will be responsible for providing fresh flowers, where necessary, to the office rooms, lobbies, corridors, reception halls etc. as well as for the various events and functions organized directly by the Buyer.
1. Only authorized staff of the Service Provider will be allowed entry at the premises of the buyer on production of identity badge.
 2. The park premises are the property of the Buyer and Service Provider is only permitted to enter and manage the premises as long the Contract remains valid.
 3. Guarding/maintaining the Service Provider machinery under Buyer premises will be responsibility of Service Provider only.
1. 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.
 2. After award of contract, if the Service Provider is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and the Service Provider will be blacklisted. Any amount received from its manpower as registration or any fees by the Service Provider will be recovered from the pending bills and will be paid directly to the concerned manpower.
 3. 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 shall be borne by the Service Provider.
 4. **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.**

4.4 Limitations of Service Delivery (if any)

1. The Service Provider shall only provide manpower as per the manpower requirements prescribed by the Buyer.

5 Service Provider's Obligation

1. The Service Provider would be required to provide enough and qualified manpower, which may be amended from time to time by the Buyer during the Contractual period and it shall always form part and parcel of the Contract. The services shall be rendered on a monthly, quarterly and yearly basis, as per the requirements of the Buyer.
 2. The Service Provider shall submit the list of employed manpower with biodata, photograph, address and phone number of each person posted along with thumb impression should be handed over to the designated officer. Any changes should be reported immediately.
- The Service Provider shall issue identity badge, dress materials, equipment's and other necessary articles needed for the entrusted work to all their persons as per the Contract Labor Regulation Act-1970 as amended from time to time and any other law of the land.
1. The Service Provider should deliver the service within stipulated time frame as agreed in the contract. The delay in execution of service shall attract penalties
 2. Besides, daily routine, the Service Provider may be required to perform the task at specific locations, if required.
 3. The Service Provider shall maintain all records and registers concerning attendance and wages of persons engaged by him as required by the various labor legislations in force from time to time and ensure that they comply with their requirements in this regard.

- The Service Provider will depute one person from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Service Provider at the premises of the Buyer. The said deputed person will report to the designated officer of the Buyer for further conformation on daily basis or as per buyer requirement. Further, such deputed person will be available as and when required for any verification.
 - The Service Provider shall arrange a suitable substitute of personnel, in case of absenteeism, casual/sick leave, etc., to ensure full staff at all time. In case, the Service Provider shall make alternate arrangement immediately, failing which a penalty will be imposed as detailed out in section 8.
1. The payment of wages to the workers engaged by the Service Provider for the assigned work shall be the sole responsibility of the Service Provider in consideration of the work performed as per the agreement. The Buyer shall pay to the Service Provider for unskilled and skilled workers as per the orders of the Ministry of Labor, Government of India revised from time to time.
 2. 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.
 3. 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.
 4. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965.
 5. 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.
 6. 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.
 7. The Service Provider shall first pay the wages of the month to its workers by 1st week of next month and thereafter submit the monthly invoice/bill in duplicate along with necessary verifications/documents and charges for machines/tools/equipment for reimbursement of the same to the Buyer. The payment of the same will be made by the Buyer after all deductions such as T.D.S., EPF, etc. as per rules, modified from time to time.

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.
 "

- The Service Provider shall submit to Buyer the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities every month. The Service Provider shall submit to the Buyer the list of EPF Account numbers of the outsourced manpower, copy of annual EPF slip, copy of ESIC card. The details of submission of EPF and ESIC contribution to the concerned authorities by the Service Provider shall be submitted on every month to the Buyer.
 - The Service Provider shall at his own expenses, take Workmen Compensation Insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favor of the Buyer. The Service Provider shall further at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of issue of letter of acceptance of bid.
 - The 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. The Service Provider shall also abide by and comply with the Labor laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labor (Regulations Abolition Act) or any other law in force. The Service Provider will abide by all the rules and regulations of the labor laws and rules and maintain all the Registers required under the above-mentioned rules and regulations and the Buyer and his authorized representative shall be entitled to inspect all such records at any time.
1. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- The Service Provider shall not appoint any Sub-Service Provider for the work assigned to him.
 - The Service Provider shall procure (at its own cost and charges) all necessary machinery, equipment, tools and tackles, hose pipe, land mower (operated by petrol/diesel/kerosene), garden shears, secateurs, sprayers, dusters, weeding hook, brooms, buckets. In addition, Service Provider shall plan of materials, equipment, such as tractor, trailer, water tanker, lawn mower, garden rollers etc., for carrying out the different horticultural operations.
 - The Service Provider shall be responsible for safe disposal of left Pesticides/Fertilizers/Other chemicals or other gardening materials or leftovers/other garbage produced in gardening, as per the norms of the user department/ local administration. Standard universal precautions to be followed while handling Pesticides/Fertilizers/Other chemicals used.
 - Service Provider shall be responsible for making good to the satisfaction of the Buyer any loss or any damage to all structures and properties within the park premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Service Provider, his employees, agents, representatives or sub- Service Providers, he shall make good the loss as assessed by the Buyer. In such a case, the Service Provider will be liable to replace the item at his own cost or the Buyer shall have the right to recover the loss from the Service Provider's monthly bill. The decision of the Buyer in this matter will be final.

6 Buyer's Obligations

1. The Buyer shall assign a point of contact for the Service Provider, who shall manage and co-ordinate all the Service Provider related issues/requirements.
 2. The Buyer shall define penalties, feedbacks, comprehensive SLA, etc. to ensure the timely and quality delivery of service.
- In case of any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Service Provider shall be increased or decreased accordingly by the Buyer under this Contract.
1. The Buyer shall provide water and power required for the Works free of cost at one point. However, the Service Provider shall arrange distribution of the same at its own cost and charges.
 2. In case, the Buyer has not included consumables in the contract, then Buyer shall provide consumable materials as and when required for the work, such as good earth, manure, fertilizers, insecticides, pesticides, seasonal seeds, seedling and plants.
 3. The Buyer shall monitor standard of service with respect to delay in delivery, damage to property during delivery, use of unapproved technique and chemicals and manpower to deliver the service.

The Buyer through its authorized representative, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the premises by others and such alterations and variations shall not violate this contract.

- The Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.
 - The Buyer should provide space for storage of machinery, tools, consumables, chemicals and any other equipment to the Service Provider.
1. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, washrooms etc. for manpower working at Buyer's premise/ designated premise.
 2. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies

3. 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 a logbook and update the logbook on the GeM portal as per the logbook process flow.
 2. Once the Service Provider updates the logbook online, the Buyer shall either accept or reject these entries within four working days. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to act on logbook entries updated by Service Provider shall be deemed as accepted.
- The Service Provider can raise an issue against the rejection of any entry by the buyer within four days 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 complaint register during its tenure for the complaints by the buyer and user.
- Feedback from the SPOC of the Buyer shall be maintained (weekly/ monthly, bi-annually) by the Service Provider. The same can be used to track the service standards. Feedback should be taken without any bias of either party. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.

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

8 Penalties and Fine

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

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

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

S No.	Description	Penalty for Breach			Remarks
		1 st Instance	2 nd Instance	3 rd Instance	
1	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 the 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 the contract with cancellation charges @ 10% of the order value.	Cancellation of the contract with cancellation charges @ 10% of the order value	
2	Damage to Buyer's assets or equipment, caused by the Service Provider's staff	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	
3	Non-performance/Non-compliance of the Service Provider with respect to the service standards and obligations in Scope of Work and SLA	2% of monthly billing with cumulative penalty not exceeding 10% of the monthly bill	3% of monthly billing with cumulative penalty not exceeding 10% of the monthly bill	5% of that day billing with cumulative penalty not exceeding 10% of the monthly bill	Contract may be terminated by Buyer if cumulative penalties reach 10% of the contract value. Rate of penalty may vary at the Buyer's discretion depending on severity of default
	Indiscipline/Breach of Code of				

4	Conduct i.e. quarreling, abusing, etc. between the Service Provider's staff, causing disturbance in the premises, use of intoxicants (alcohol, drugs smoking or eating tobacco in the premises during working hours etc.)	Rs. 150/- Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Rs.300/- Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Rs.500/- Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Rate of penalty may vary at the Buyer's discretion depending on severity of default
5	Absence/ non functionality of any required equipment	Rs. 150/- per day Warning issued by Buyer	Rs. 300/- per day	Rs. 500/- per day	Rate of penalty may vary at the Buyer's discretion depending on severity of default
6	In case of subcontracting or outsourcing of the contract, in part or whole.	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the contract value	Cancellation of the contract with cancellation charges @ 10% of the contract value	
7	Non-compliance with shift schedule by Service Provider's manpower	Rs. 150/- Warning/ counselling of staff as decided by the Buyer	Rs. 300/- Warning/ counselling of staff as decided by the Buyer	Rs. 500/- Warning/ counselling of staff as decided by the Buyer	Rate of penalty may vary at the Buyer's discretion depending on severity of default
8	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 @ 10% of the order value	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 the order value	Cancellation of the contract with cancellation charges @ 10% of the order value	
9	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	

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.

9.1 Payment Condition

- 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.
 - 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.

9.2 Payment Cycle

- 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.

9.3 Payment Process

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

10 Amendment of Contract

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

- 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.
 - Amendment in statutory variations:** All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- Amendment of the Contract as per both parties' consent:** Amendment 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. However, the variation put together shall not reduce or exceed 25% of contract value.

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 by the Buyer. 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. Beside immediate termination of contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited.
- **Breach of SLAs:** The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

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

शुद्धिपत्र | Corrigendum

1. GeM-Bidding-Corr-5798227-1.pdf : [यहां क्लिक करें | click here](#)
2. GeM-Bidding-Corr-5798227-2.pdf : [यहां क्लिक करें | click here](#)

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

1. Total X number of projects for providing Horticulture service with Value not less then Y in the past Z year (up to 5 years) in sector of A : As per AAI specifit ATCs
2. Geographic Presence In States : Not Required
3. If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority. : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Experience Certificate As Required By Buyer : [click here](#)
3. Compliance With Labour Laws As Required By Buyer : [click here](#)
4. Geographical Presence As Required By Buyer : [click here](#)
5. Compliance With Trade License To Stock And Use Permissible Pesticides And Fertilizers : [click here](#)
6. Total X Number Of Projects For Providing Horticulture Service With Value Not Less Then Y In The Past Z Year (up To 5 Years) In Sector Of A : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

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

NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Buyer Added Bid Specific ATC:

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

2.2 Past Project Experience:

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

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

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