

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687741281050

अनुबंध तिथि | Contract Generated Date : 09-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4585586](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकार   Type :	Central Government	पद   Designation :	Director
मंत्रालय   Ministry :	Ministry of Communications	संपर्क नंबर   Contact No. :	-
विभाग   Department :	Department of Telecommunications (DOT)	ईमेल आईडी   Email ID :	dira2.mb-dgt-dot@gov.in
संगठन का नाम   Organisation Name :	Director General Telecom HQ	जीएसटीआईएन   GSTIN :	-
कार्यालय क्षेत्र   Office Zone:	Mumbai Lsa	पता   Address :	BSNL Administrative Complex, 2 nd Floor, D-Wing, Juhu Tara Road, Santacruz West, Mumbai-400054, MUMBAI, MAHARASHTRA-400054, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राप्तिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	Yes	Role:	DDO
प्रशासनिक अनुमोदन का पदनाम	Addl DGT	भुगतान का तरीका	PFMS
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	Addl DGT	पद   Designation :	ADG Admin
Designation of Financial Approval :		ईमेल आईडी   Email ID :	adga.mb-dgt-dot@gov.in
		जीएसटीआईएन   GSTIN :	N
		पता   Address:	BSNL Administrative Complex, 2 nd Floor, D-Wing, Juhu Tara Road, Santacruz West, Mumbai-400054, Mumbai, MAHARASHTRA-400054, India

परेषिती विवरण   Consignee Details		
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : dira2.mb-dgt-dot@gov.in जीएसटीआईएन   GSTIN : - पता   Address : BSNL Administrative Complex, 2 nd Floor, D-Wing, Juhu Tara Road, Santacruz West, Mumbai-400054, MUMBAI, MAHARASHTRA-400054, India	Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	F9EB200001228936
कंपनी का नाम   Company Name :	YOGITA CONSTRUCTION
संपर्क नंबर   Contact No. :	09867631696
ईमेल आईडी   Email ID :	appawagh76@gmail.com
पता   Address :	B 11/4/12, EKTA CHS, SECTOR 9,, KOPARKHAIRNE, NAVI MUMBAI 400709, Thane, MAHARASHTRA-400709, -
एमएसएमई सत्यापित   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-MH-33-0005169
एमएसई सामाजिक श्रेणी   MSE Social Category :	SC
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN :	27AANPW1097L1ZU (B) , (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Buyer
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सेवा विवरण   Service Details					
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 15-Apr-2024		सेवा समाप्ति तिथि   Service End Date : 14-Apr-2025			
श्रेणी नाम   Category Name : Manpower Outsourcing Services - Minimum wage					
बिलिंग चक्र   Billing Cycle: monthly					
विवरण   Description	Number of Resources to be hired	Percentage of Service charge inclusive of GST			
Skill Category	Skilled				
Type of Function	Admin				
List of Profiles	Data Entry Operator				
Educational Qualification	Graduate				
Specialization	Commerce, Economics, Science				
Post Graduation	Not Required				
Specialization for PG	Not Applicable				
Experience	0 to 3 Years				

Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	915		
Bonus (INR per day)	0	11	3.85
EDLI (INR per day)	4.57		
EPF Admin Charge (INR per day)	4.57		
Optional Allowances 1 (INR per day)	0		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
Estimated Number of Overtime Hours per Resource per Month	0		
Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)	0		
ESI (INR per day)	29.73		
Provident Fund (INR per day)	109.8		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	12		

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

( (((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund ( INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day ))\*Number of working days in a month)+(Estimated Number of Overtime Hours per Resource per Month\*Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)))\*(1.18 + Percentage of Service charge inclusive of GST/100))\*Number of Resources to be hired\*Tenure/ Duration of Employment (in months) )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	4448153.06
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	4448153.06

#### अतिरिक्त जानकारियां|Additional Details

- Title for Optional Allowances 1 : 0
- Title for Optional Allowances 2 : 0
- Title for Optional Allowances 3 : 0
- Designation : DEO

#### अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	4448153.06
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#### एसएलए विवरण|SLA Details

##### Service Level Agreement

###### Manpower Outsourcing Services – Minimum Wage Based

###### 1 Agreement Overview

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

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

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

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

###### 2 Objectives and Goals

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

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

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

###### 3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

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

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

###### 4 Terms & Conditions:

###### 4.1 Buyer's Obligations:

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

#### **4.2 Service Provider's Obligations:**

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

injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.

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

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

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

xxx. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

xxxi. The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.

xxxii. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.

xxxiii. The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.

xxxiv. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.

xxxv. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.

xxxvi. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

#### 4.3 Special Terms & Conditions:

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

#### 5 Deductions

Deductions can be imposed by the Buyer for the following:

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.		
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act	-	-
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
		Warning/ counselling of employee as	Warning/ counselling/ Immediate replacement	Cancellation of the contract with

S. No.	Description	decided by the Buyer depending on the gravity of the act	of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	cancellation charges @ 10% of the order value
		1st Instance	2nd Instance	3rd Instance
4	If the employee is found responsible for disobedience/ misconduct	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1day 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 daywages 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
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.	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	-
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	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
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)			

## 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" + "oth" \* "otr"

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)

"oth" = Estimated Number of Overtime Hours per Resource per Month

"otr" = Remuneration per resource per hour for Overtime Hours (Incl. all applicable allowance etc. & excluding GST)

### 8.2 Total: -

"tcv" = (d \* nd + "oth" \* "otr") \* (1.18 + sc / 100) \* 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 Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996
13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955
23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996
31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976
36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

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

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

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

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

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशेष (%)   ePBG Percentage(%):	5.00

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

#### नियम और शर्तें | Terms and Conditions

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

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

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

###### 2.1 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 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 2.3 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.

### 2.4 Buyer Added Bid Specific Scope Of Work(SOW):

Text Clause(s)

#### Buyer Added Bid Specific ATC

##### SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDER

O/o Addl. DGT, Mumbai LSA, Mumbai requires the services of reputed, well established and financially sound Skilled-manpower providers (hereinafter referred to as "Operators") to provide Eleven nos. of Skilled manpower for Data Entry Operator and other related work in the O/o Addl. DGT, Mumbai LSA, Mumbai.

###### a) Skilled Manpower (Data Entry Operator)

The Data Entry Operator will be required to help the officials of O/o Addl. DGT, Mumbai LSA, Mumbai in discharge of their duties. They need to be proficient in Computers with sound knowledge of MS Word, MS Excel, and MS Power Point. Handling of official Communication preferably in English/Hindi/Marathi. Data entry and verification, data validation, reconciliations of validation errors. Preparation of Documents, Letters and excel sheets, PowerPoint presentation, documents conversion and computer file handling, cataloguing, filing and maintenance of files etc. Taking regular back-up of data/ files on computer related work. Any work assigned by Controlling Officer authority to assist in various nature of Administrative Works. The candidate should have adequate Computer Knowledge i.e. Word, Excel, Internet, Power Point and various Software platforms, Data to be entered into the computer, Typing, making statements and day to day official work.

The requirement of this office may increase or decrease during the period of contract.

1. The above work is required normally during office hours.

2. Payments: - Payments will be made on monthly basis normally within 15 days of the submission of Bills in duplicate addressed to the O/o Addl. DGT, Mumbai LSA, Mumbai, duly pre-receipted and duly verified by the controlling DDO, O/o Addl. DGT, Mumbai LSA, Mumbai.

#### SECTION-I

##### ELIGIBILITY CRITERIA FOR THE TENDERING COMPANY/FIRM/AGENCY

The tendering manpower Company/Firm/Agency should fulfil the following technical specifications: -

- (i) The Registered Office or one of the Branch Offices of the manpower Company/Firm/Agency should be in Mumbai. Address proof i.e. document issued by concerned department of Govt. showing Mumbai Address should be uploaded by the bidder.
- (ii) The manpower Company/Firm/Agency should be registered with the appropriate Govt. Registration Authority.
- (iii) The Company/Firm/Agency should have at least three-year experience in providing manpower to Government Departments.
- (iv) The Company/Firm/Agency should be registered with Income Tax and GST.
- (v) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (vi) Shop and establishment certificate of Mumbai.
- (vii) Non fulfilments of any of the above Technical Conditions will disqualify the Bidder and his bid will be summarily rejected.

##### DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER

The following documents MUST be submitted by the bidder with technical bid: -

- i) The contracting firm/ agency/ company should be registered with appropriate local authorities (Ex.: Municipal Corporation of Greater Mumbai) and attested copy of registration may be uploaded.
- ii) Copy of experience certificate of similar work for three years in any of the Central Government Departments of Govt of India. The certificate must indicate that the Firm has executed the work satisfactorily.
- iii) Certificate regarding non employment of relative in DOT and its office (Please ensure that "No near relative certificate" is to be signed by all the partners of the firm/directors of the company or company secretary on behalf of all directors).
- iv) copy of GST registration certificate with GISTIN Number, must be uploaded.
- v) copy of EPF registration certificate must be uploaded.
- vi) copy of ESIC registration certificate must be uploaded.
- vii) The bidder should upload Bid Security Self-declaration in place of EMD.
- viii) Self-declaration that the firm is not blacklisted by any Govt. Departments.
- ix) MSME certificate, if MSME Registered.
- x) A self-declaration regarding successful completion of all previous contract works awarded to the Bidder's Firm by the Govt. Departments mentioning Satisfactory Completion of Work.
- xi) Copy of valid documentary evidence of availability of office of service provider located in the Mumbai metropolitan Region only.
- xii) Latest I.T Return for Assessment Year 2022-23, 2023-24.

##### GENERAL INSTRUCTIONS

1. The bidder must read carefully all the terms, conditions, and specifications before uploading the tender schedule and his quotation.

2. In respect of the matters pertaining to this contract, bidder shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by bidder himself or by his legal representative at Mumbai only.

3. The Bidder shall be bound by all terms, conditions and specifications as detailed in this tender document.

4. It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.

5. Any bidder participating in this tender should make sure that he is capable to carry out the work in the contract.

6. It is implied that the bidder has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall not be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.

7. The bidder acknowledges that he assumes all risks contingent upon the nature of the contract to be encountered by him in executing the contract, even though such actual conditions may result in the bidder performing more or less work than that originally anticipated.

8. Only those bidders who are confident of executing the contract in time by employing the required resources, manpower should participate in this tender offer.

9. The tender schedule shall be read in conjunction with Specifications, General Instructions, and Terms and Conditions. The bidder shall be deemed to have carefully examined all these documents. It is further understood and agreed that the bidder by careful examination satisfied him with the terms and conditions of the tender document.

10. The number of manpower indicated may increase or decrease during contract period.

11. Non fulfilments of any of the above Terms and Conditions will disqualify the Bidder and his bid will be summarily rejected.

## 12. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders: -

The tender uploaded by bidder will remain valid for acceptance for a period of 120 days from the date of opening of the tender. Bidder shall not be entitled during this period of 120 days, without the consent in writing of O/o Addl. DGT, Mumbai LSA, Mumbai to revoke or cancel his tender or to vary the tender submitted or in term thereof. The DoT shall communicate the acceptance of tender to the successful bidder(s). Due to administrative reasons, extension of the time period, if requested by the O/o Addl. DGT, Mumbai LSA, Mumbai in writing, the bidder shall accede to such request for extension and communicate his acceptance to the O/o Addl. DGT, Mumbai LSA, Mumbai in writing.

The O/o Addl. DGT, Mumbai LSA, Mumbai reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of DoT under this clause shall not construct the breach of contract.

13. In the event of failure of the bidder to execute the Agreement or failure to submit ePBG within seven days of being called upon to do so, the acceptance of the tender will be re-considered or revoked or cancelled at the discretion of the O/o Addl. DGT, Mumbai LSA, Mumbai.

14. Any clarification on details of the contract can be obtained from the ADG(Admin), O/o Addl. DGT, Mumbai LSA, Mumbai Circle, Mumbai before the date specified for opening of the tender.

15. Any attempt to negotiate directly or indirectly by bidders with the authority to whom the tender is submitted or with any other authority to accept the tender or endeavours to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to blacklist the bidder will be taken by the Competent Authority.

16. No Officer employed in O/o Addl. DGT, Mumbai LSA, Mumbai is allowed to work as a contractor for a period of two years of his retirement. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any security deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the DoT for his illegal act.

17. O/o Addl. DGT, Mumbai LSA, Mumbai assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.

18. O/o Addl. DGT, Mumbai LSA, Mumbai reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof.

19. O/o Addl. DGT, Mumbai LSA, Mumbai is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.

20. These instructions to the Bidder shall be deemed to form part of the Agreement/Contract for the work.

20. The tender will be in force for a period of **ONE YEAR** commencing from the date of execution of agreement. **The O/o Addl. DGT, Mumbai LSA, Mumbai may also extend the period of contract for Three Months from the date of its expiry or the finalization of new Contract whichever is earlier on the same rates, terms and conditions which shall be binding on the contractor.**

21. In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.

## 22. SECURITY DEPOSIT

22.1. The successful bidder will have to deposit ePBG @ 5% of the Annual value of the contract, in the form Bank Guarantee made in the name of the Agency and hypothecated to The Account Officer (Cash), O/o CCA, Mumbai covering the entire period of the contract. ePBG should remain valid for a period of three months beyond the stipulated date for cessation of the contract. In case, the contract is further extended beyond the initial period, the ePBG will have to be accordingly renewed by the successful bidder.

22.2. ePBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the O/o Addl. DGT, Mumbai LSA, Mumbai to forfeit either whole or any part of the ePBG furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor.

22.3. The ePBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.

22.4 All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the ePBG or from any sum which may be due or may become due to the contractor by the O/o Addl. DGT, Mumbai LSA, Mumbai on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good. Otherwise, the said balance in full shall be collected from the bills of the contractor.

22.5. If the contractor duly performs and completes the contracts in all respects, the DoT shall release the ePBG to the Contractor after deducting all costs and other expenses that the O/o Addl. DGT, Mumbai LSA, Mumbai may have incurred for making good any loss due to any action attributable to the contractor which the O/o Addl. DGT, Mumbai LSA, Mumbai is entitled to recover from the contractor.

22.6. ePBG will be releasable only after full settlement of final bill for the works contracted/executed under the contract within six months from the cessation of the contract.

22.7. ePBG that is due for release to the Contractor and remain unclaimed for three years after its release becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the DoT.

### 23. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

23.1. The Competent Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.

23.2. If at any time after the commencement of the contract the Competent Authority shall for any reason whatsoever not require the whole manpower as specified in the tender to be carried out, the Competent Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever.

23.3. If any point of time provision of the Terms and Conditions is not fulfilled by Bidder, then contract will be cancelled.

### 24. PAYMENTS

24.1. The Contractor shall submit monthly bills along with GST Payment Receipt of previous month at office of concerned Competent Authority for the executed work to the in charge of the section. The bills will be submitted in DUPLICATE and in the manner and form that may be prescribed by the Competent Authority. Payment of amounts passed in the bill will be issued only after the Contractor gives a stamped receipt for the amount unless the bills are pre- receipted. Payments will be made only by RTGS/NEFT. The Competent Authority will have the right to recover liquidated damages for delay or any sufficient reasons.

24.2. TDS and TDS on GST and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature.

24.3. The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after the Competent Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the tender.

## SECTION-II

### TERMS AND CONDITIONS

1. The tender shall be accepted under Two Bid System on GeM. The interested service providers have to submit the Technical Bid and the Financial Bid online through the GeM Portal only. Tenders sent by any other mode will not be considered and the same will be rejected summarily.

2. The outsourcing Company / Firm / Agency should be registered with the appropriate registration authority.

3. The Company / Firm / Agency should have three-year experience in outsourcing the services of similar nature to Central Govt. Departments of Govt. of India only.

4. The Company / Firm / Agency should be registered with Income Tax and GST.

5. The bidder signing the tender should specify clearly whether he is signing as:

i. Sole Proprietor

ii. Partner

iii. Under the power of attorney or

iv. Director /Manager/Secretary etc.

Copies of documents authorizing the signatory to sign the tender on behalf of such companies, firms and person should be attached with the tender.

6. The tender will be in force for a period of **ONE YEAR** commencing from the date of execution of agreement. The O/o Addl. DGT, Mumbai LSA, Mumbai may also extend the period of contract for Three Months from the date of its expiry or till the finalization of new Contract whichever is earlier on the same rates, terms and conditions which shall be binding on the contractor. The number of manpower may increase or decrease during the currency of the contract.

7. Successful bidder is to execute an agreement in the proper form as per Rules of GeM. Expenses will be borne by the bidder. Such agreement must conform to terms of NIT and such other condition in the tender offer as may be agreed upon by O/o Addl. DGT, Mumbai LSA, Mumbai.

8. If the work is not performed by any or all the manpower on any day/days in a month, deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ Rs. 250/- per working day will be imposed.

9. If any of the information furnished by the contractor is found to be incorrect the contract will be terminated immediately.

10. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.

11. Rate for providing service DEOs in O/o Addl. DGT, Mumbai LSA, Mumbai should be quoted clearly in the financial bid. In financial bid, the rate quoted should not be less than the amount fixed by the Govt. of India

While quoting bid amount, the bidder should take following details into consideration (in absence of any column given below the tender will be rejected summarily): -

(i) Wages (Basic+VDA) (Minimum Wages fixed by Govt. of India for the job)

(ii) E.P.F (in % of wages)

(iii) ESIC (in % of wages)

(iv) GST liability as per extant provision of relevant Act.

(v) Any other charges (if applicable)

(vi) Administrative Charge per person per month

Details of the amount considered should not be shown anywhere in the tender document. If amount is shown in the tender document, the bid will be rejected at Technical Evaluation stage.

12. The manpower engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the O/o Addl. DGT, Mumbai LSA, Mumbai.

13. The contractor will be required to pay Minimum wages + VDA as prescribed under the Minimum Wages Act and fixed by the Govt. of India, Ministry of Labour & Employment or the category of job. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc., as applicable. During the contract period, ESI, EPF and all other government duties and levies will be reimbursed as per actual along with the monthly bill on producing the original receipts issued by the respective Authorities. He should also submit the pay bill of the Manpower supplied. If it is found that the minimum wages as fixed by the Central govt. are not being paid by the Contractor, action against the contractor will be taken as per Rules and conditions of contract.

14. Service shall be required generally from 09.00 to 18.30 hrs. from Monday to Friday, with a lunch break. The manpower may be called upon for the services on Saturday, Sunday or Gazetted holidays also, if required, without any extra charge. No other emoluments shall be entitled to except the actual bus fare for services outside office premises if he/she is sent by office for any official work.

15. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained.

16. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office

and this office will have no liabilities in this regard.

17. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in his office. The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship or have any principal and agent relationship with or O/o Addl. DGT, Mumbai LSA, Mumbai Department of Telecommunications.

18. The contractor shall be solely responsible to redress of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.

19. The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular /confirmed employees of this office during the currency or after expiry of the contract.

#### 20. DISPUTES AND ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the **O/o Addl. DGT, Mumbai LSA, Mumbai** or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the O/o Addl. DGT, Mumbai LSA, Mumbai or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the O/o Addl. DGT, Mumbai LSA, Mumbai or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the **O/o Addl. DGT, Mumbai LSA, Mumbai** or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a DOT/ O/o Addl. DGT, Mumbai LSA, Mumbai employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT/ O/o Addl. DGT, Mumbai LSA, Mumbai employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such O/o Addl. DGT, Mumbai LSA, Mumbai or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be as the arbitrator may decide.

#### Buyer Added Bid Specific ATC

1. The service provider should be based in Mumbai metropolitan Region only.
2. The Service Provider Should be GST Registered in Mumbai Metropolitan Region and copy of the GST Registration Certificate is to be attached.
3. The Bids of those Service Providers will be accepted whose MSME/UDYAM Registration are from Mumbai Metropolitan Region Only.
4. Copies of work order/agreement of minimum 3 years as proof of having experience providing manpower supply to Central Govt. Departments of Govt. of India in Mumbai Only.
5. Shop and establishment certificate of Mumbai.
6. AVAILABILITY OF OFFICE OF SERVICE PROVIDER. An office of the service provider must be located in the Mumbai metropolitan Region only. VALID DOCUMENTARY EVIDENCE TO BE SUBMITTED.
7. The bidder should have valid working GST registration number.

#### 2.5 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 10% of total value.

#### 2.6 Certificates:

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

#### 2.7 Buyer Added Bid Specific ATC:

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

#### 2.8 Service & Support:

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

#### 2.9 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.