

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687741247603

अनुबंध तिथि | Contract Generated Date : 16-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4348617](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकार   Type :	Central PSU	पद   Designation : EngineerMES2	
मंत्रालय   Ministry :	Ministry of Chemicals and Fertilizers	संपर्क नंबर   Contact No. : 02141-238580-2590	
विभाग   Department :	Department of Fertilizers	ईमेल आईडी   Email ID : buycon166.rcflr.mh@gembuyer.in	
संगठन का नाम   Organisation Name :	Rashtriya Chemicals and Fertilizers Limited (RCF)	जीएसटीआईएन   GSTIN : -	
कार्यालय क्षेत्र   Office Zone:	RCF LTD THAL UNIT ALIBAG	पता   Address : RCF LTD, THAL UNIT, TAL - ALIBAG, RAIGAD, RAIGARH(MH), MAHARASHTRA-402208, India	
वित्तीय स्वीकृति विवरण   Financial Approval Detail		भूगतान प्राप्तिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role: BUYER	
प्राप्तिकरण अनुमोदन का पत्रनाम	ED THAL	भूगतान का तरीका   Offline	
Designation of Administrative Approval:	CFM	Payment Mode:	
वित्तीय अनुमोदन का पत्रनाम		पद   Designation : EngineerMES2	
Designation of Financial Approval :		ईमेल आईडी   Email ID : buycon166.rcflr.mh@gembuyer.in	
		जीएसटीआईएन   GSTIN : 27AAACR2831H1ZK	
		पता   Address: RCF LTD, THAL UNIT, TAL - ALIBAG, RAIGAD, Raigad, MAHARASHTRA-402208, 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 : buycon217.rcflr.mh@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : RCF LTD, THAL UNIT, TAL - ALIBAG, RAIGAD, RAIGARH(MH), MAHARASHTRA-402208, India	Facility Management Services - Lump Sum Based - Industrial; O&M of Mechanical Work, SCRAP USEFUL MATERIAL LYING IN PLANT AND SHIFTING OF THE SAME TO SCRAP YARD PIPE YARD AS PER INSTRUCTION OF RCF IN CHARGE INCLUDING WEIGHMENT AT RCF WEIGH BRIDGE; C..	
सेवा प्रदाता विवरण   Service Provider Details			
जेम विक्रेता आईडी   GeM Seller ID :	Z8V2210004050604		
कंपनी का नाम   Company Name :	YASHODA HAIR AND BEAUTY/TRIJAL CONSTRUCTION		
संपर्क नंबर   Contact No. :	09766296123		
ईमेल आईडी   Email ID :	trijalconstruction2017@gmail.com		
पता   Address :	H. NO 1840 ANANDNAGAR STREET, BEHIND PANCHARATNA APPT. CHENDHRE, ALIBAG, Raigad, MAHARASHTRA-402201, -		
एमएसएमई सत्यापित   MSME verified :	No		
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-MH-27-0054964		
एमएसई सामाजिक श्रेणी   MSE Social Category :	General		
एमएसई लिंग श्रेणी   MSE Gender :	Male		
जीएसटीआईएन   GSTIN:	27AOTPC3244B1Z7 (R)		
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee			
सेवा विवरण   Service Details			
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by):	20-Apr-2024	सेवा समाप्ति तिथि   Service End Date : 19-Apr-2025	
श्रेणी नाम   Category Name :	Facility Management Services - Lump Sum Based		
बिलिंग चक्र   Billing Cycle: yearly			
Type of Premises	विवरण   Description	To be set as 1	Total Bid Value(Lumpsum quote)
Type of services required	O&M of Mechanical Work, SCRAP USEFUL MATERIAL LYING IN PLANT AND SHIFTING OF THE SAME TO SCRAP YARD PIPE YARD AS PER INSTRUCTION OF RCF IN CHARGE INCLUDING WEIGHMENT AT RCF WEIGH BRIDGE	1	2336400
Cost for Consumables/ Materials	Consumables to be provided by buyer		
Service component	SCRAP USEFUL MATERIAL LYING IN PLANT AND SHIFTING OF THE SAME TO SCRAP YARD PIPE YARD AS PER INSTRUCTION OF RCF IN CHARGE INCLUDING WEIGHMENT AT RCF WEIGH BRIDGE		
	कुल राशि (रुपय)   Total Amount (Formula) : (Total Bid Value(Lumpsum quote)*1)		
ऐडजॉन के बिना कुल मूल्य   Total Value without Addons(INR)			2336400
कुल ऐडजॉन मूल्य   Total Addon Value(INR)			0
ऐडजॉन सहित कुल मूल्य   Total Value Including Addons(INR)			2336400
अनुबंध की राशि   Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)		2336400	
एसएलए विवरण   SLA Details			

## Service Level Agreement for Facility Management Services

### Lump Sum Basis

All Facility Management Services related Contracts/ Agreement placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services ("GTC");
2. Service Specific Terms and Conditions ("STC") of the Services contracts shall include the Service Level Agreement ("SLA") for the service;
3. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer.

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 SLA as enumerated in the document shall be construed to be part of the Contract between the Buyer and the Service Provider. The service will be provided in bid only mode.

## 1 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 the Buyer by the 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

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.

## 2 Parties to the Agreement

The main stakeholders associated with this Agreement are below-

- i. **Buyer:** The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- ii. **Service Provider:** The Service Provider is responsible to provide all the required services in timely manner. The 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/ deductions 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.

## 3 Scope of Services

This service deals with hiring of facility management services which encompasses all activities related to keeping a complex operating with all its infrastructural and maintenance related requirements. This service includes multiple disciplines to ensure functionality, comfort, safety and efficiency of the built environment by integrating people, place, process and technology. It typically includes a wide range of function and support services such as housekeeping, security, property or building management, basic engineering services, mail and messenger services, records management, safety and other support duties.

**Type of Model:** This service offering is on Lump sum basis, for the contract duration, the Buyer can take the item-wise pricing of various components involved in this service, through Financial Upload document.

**Types of Services:** This service offering provides multiple services under a single contract for professional maintenance and upkeep of the property (commercial, residential, hospitality, healthcare, industrial, etc.). Buyer of this service will have the option to choose the type of service and service components as per their requirement, for which the following categories have been defined:

#	Services	Service Component
1	Housekeeping	<ul style="list-style-type: none"><li>· Cleaning &amp; Sanitation</li><li>· Front Desk Management</li><li>· Mail Management/ Runner</li><li>· Waste Management (other than healthcare facility)</li><li>· Waste Management (Healthcare)</li><li>· Laundry Services</li><li>· Work Routine Services (Healthcare)</li><li>· Work Routine Services (other than healthcare facility)</li><li>· Regular work of Guest House/ Hostel (Hospitality) (such as porter services, lift man, etc.)</li></ul>
2	Security Services	<ul style="list-style-type: none"><li>· Physical Security</li><li>· Parking Management</li><li>· CCTV Control &amp; Operations</li><li>· Visitor Management &amp; Access Control</li></ul>
3	Horticulture Services	<ul style="list-style-type: none"><li>· Gardening</li><li>· Landscape</li><li>· Assisting the patient in getting into or out of the bed</li><li>· Attend to the personal hygiene of patients</li><li>· Preparing and carrying the patients for operations, laboratory, X-ray and other investigations</li></ul>
4	Patient Support Services	<ul style="list-style-type: none"><li>· Carrying and transporting patients to various wards/ departments in the hospital</li><li>· Assist in maintaining stocks of linen and non-medical supplies</li></ul>

#	Services	<ul style="list-style-type: none"> <li>Assist the nurses or doctors in diagnostic and treatment procedures</li> </ul> <p><b>Service Component</b></p> <ul style="list-style-type: none"> <li>Assist in sterilization of instruments, appliances and dressings and dressing of postoperative wounds</li> <li>Bedbug control</li> <li>Disinfestation</li> <li>General Pest Control</li> <li>Rodent control</li> <li>Termite Control (Spot treatment/ drilling treatment)</li> </ul>
5	Pest Control Service	<ul style="list-style-type: none"> <li>Vector control (mosquitos/ insects)</li> <li>Cockroach control</li> <li>Fumigation</li> <li>Pest proofing (Pest proofing is closure of holes and cracks that may potentially cause pest infestation)</li> <li>Infection control (Surface sterilization)</li> <li>Carpentry</li> </ul>
6	O&M of Civil Work	<ul style="list-style-type: none"> <li>Masonry</li> <li>Painting</li> <li>Sewer/ Drainage</li> <li>Plumbing</li> <li>Water Supply</li> </ul>
7	O&M Mechanical	<ul style="list-style-type: none"> <li>Pumps</li> <li>Fire Fighting System</li> <li>Lift</li> <li>Electrical Supply of HT/LT</li> <li>DG Sets</li> </ul>
8	O&M of Electrical Work	<ul style="list-style-type: none"> <li>UPS</li> <li>AC Chillers</li> <li>HVAC</li> <li>Transformers</li> </ul>

**Manpower Required:** Service Provider shall provide manpower based on the Buyer's selection of manpower profile, quantity and skill level. The Buyer of this service will have the option to choose the type of manpower as per their requirement, for which the following categories have been defined:

**# Type of Manpower Required**

- 1 Cleaner / Sweeper
- 2 Office Attendant
- 3 Receptionist
- 4 Mail Attendant/ Runner
- 5 Guest house attendant
- 6 Porter
- 7 Laundry wash boys
- 8 Security Guard
- 9 Gardener
- 10 Ward Boys/Girls
- 11 Plumber
- 12 Electrician
- 13 Fire Supervisor

#	Type of Manpower Required
14	AC Plant Operator
15	Help Desk Support Executive
16	Others - Please Specify

**Consumables:** The Service Provider shall provide consumables such as cleaning agents, equipment, etc. based on the Buyer's selection of cost to be borne by the Buyer/ Service Provider/ reimbursable by the Buyer. In case wherein consumables are to be provided by the Service Provider and the cost is to be included in the Contract cost, a list of suggestive consumables will be provided by the Buyer.

### 3.1 Service Details and Standards

- i. The Service Provider shall abide at all times by the all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority
- ii. The Service Provider shall make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.
- iii. The Service Provider is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/contractors, therefore for ensuring safety compliance by them, FMC is required to monitor the delivery of service and report client in case of non-compliance of safety requirements immediately
- iv. The manpower deployed should maintain polite & courteous behavior towards the Buyer. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract deductions as per provisions of the Contract.

### 3.2 Service Assumptions

- i. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of manpower to be provided. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the Contract.
- ii. The manpower provided by the Service Provider shall not be deemed employees of the Buyer hence the compliance of the applicable labor laws and acts and other relevant laws will be the sole responsibility of the Service Provider.
- iii. The Service Provider shall not deploy any manpower that is ailing from any contagious disease.
- iv. The Service Provider shall verify the character & antecedent of manpower to be deployed.
- v. The persons deployed during the course of their work shall perform integrity to the Buyer and shall not disclose/ share any qualified documents and information which they are not supposed to divulge to the Service Provider/ third parties.
- vi. The Service Provider shall indemnify the Buyer against all the losses, injuries and any kind of damage arrived due to its activities
- vii. The Buyer will in no way be responsible for violation of labor laws and /or infringement of any other law for the time being in force, either by the manpower provided or by the Service Provider.
- viii. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- ix. The Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate deductions. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
- x. 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.

## 4 Service Provider's Obligation

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

xix. The working hours and days of the manpower will be as per the existing applicable rules of the respective Central/State Government organizations. However, they have to work on holidays, if necessary and required based on demand of work.

xx. The Service Provider shall be fully responsible for the acts of their employees/ agents/ representatives / consultants/ team members and shall fully indemnify the Buyer for any kind of losses or damages caused by its employees/ agents/ representatives/ team members/ consultants. The Buyer shall not be responsible for any claim from any employees/ agents/ representatives /consultant / team member employed or engaged by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.

## 5 Buyer's Obligations

- The location for reporting shall be provided by the Buyer to the Service Provider.
- The Buyer must immediately report to the designated representative of the Service Provider for any problems, complaints, incidents or accidents that occur during the contract including any form of inappropriate behavior/ improper uniform by the personnel.
- The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services as soon as possible after the Buyer becomes aware of them.
- The Buyer may calculate their requirement of resources based on 8 hours per shift. For example, to hire a security personnel for a month (i.e. thirty service days) to offer the services for 24 hours on a 3-shift basis, the required number of resources would be 90 personnel for the month.

## 6 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing the Service Provider's performance as well as the 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 deductions

### 6.1 Logbook

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

### 6.2 Service Performance and Feedback

- 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 services provided.
- The Service Provider shall maintain a complaint register at the premises for the complaints by the Buyer.

## 7 Deductions

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

#	Nature of Default	Default Details	Deductions			Remarks
			1 <sup>st</sup> instance	2 <sup>nd</sup> instance	3 <sup>rd</sup> instance	
1	Non deployment of manpower	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 days, @1 % per day of the total value and beyond 15 days cancellation of contract with cancellation charges @ 10% of the order value	Up to 15 days, @2 % per day of the total value and beyond 15 days cancellation of contract with cancellation charges @ 10% of the order value		Cancellation of contract with cancellation charges @ 10% of the order value
2	Failure to address deficiencies/ complaints brought to notice by the Buyer	Deficiencies/ complaints not addressed promptly	Deduction of Rs. 500/- (Rupees Five Hundred Only)	Deduction of Rs. 800/- (Rupees Eight Hundred Only)	Deduction of Rs. 1000/- (Rupees One Thousand Only)	After 3 <sup>rd</sup> instance, the Buyer may continue to impose the same deductions as imposed for 3 <sup>rd</sup> instance.
3	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act				
4	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days	Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days	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	

#	<b>Nature of Default</b> found	<b>Default Details</b>	<b>Deductions</b>	Warning/ counselling of employee within 2 days as decided by <b>1<sup>st</sup> instance</b> the Buyer depending on the gravity of the act	Warning/ counselling of employee within 2 days as decided by the Buyer and <b>2<sup>nd</sup> instance</b> Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with <b>3<sup>rd</sup> instance</b> cancellation charges @ 10% of the order value	<b>Remarks</b>
5	responsible for disobedience/ misconduct						
6	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day for each default, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day for each default, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer			Cancellation of the contract with cancellation charges @ 10% of the order value	
7	If the employee is absent or takes leave for more than 2 days without informing or taking prior approval.	Substitute within 2 days failing which, @ 1 % per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 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	
8	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement 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			

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

## 8 Payment Terms

### 8.1 Payment Condition

- The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
- No advance payment shall be made to the Service Provider.
- The price quoted shall cover all aspects of service delivery.
- The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15<sup>th</sup> day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer Department for reimbursement of employer share only.
- Employers share of EPF & ESI actually deposited to the respective authorities with proof of deposit of both employee and employer share by the end of the second week of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed.
- The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by the Buyer.
- The Service Provider shall be responsible for timely payment of take-home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which a deduction will be deducted.
- The Service Provider shall submit before the Buyer, one copy of the return within 7 days from the date of filing of monthly / quarterly / half yearly / annual return if any before the EPF and ESI authorities.
- The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
- Any violation of contractual obligations by the Service Provider/employee shall attract deductions as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
- All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
- The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.
- The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.

### 8.2 Payment Cycle

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

### 8.3 Payment Process

- Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.

ii. All the deductionss/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.

iii. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

## 9 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-

i. *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.

ii. *Amendment in statutory variations:* .

iii. *Variation of the Contract as per both parties' consent:* Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value:

a. Increase or decrease in the manpower requirement or services to be provided

b. Increase or decrease in duration of contract

## 10 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:

i. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

ii. *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.

iii. *Breach of SLAs:* The contract may also be terminated if i) the cumulative deductions rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per the Buyer's discretion.

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

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

1. Details of the premise :[click here](#)

2. Scope of work :[click here](#)

मूल्य ट्रिभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [PRICE BREAK UP](#)

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 *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 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

Pre-qualification Criteria:

1) Work experience:

Vendor shall submit successfully completed TWO work order copies, one is placed for hiring TRUCK with driver / FORK LIFTER with operator and second is placed for Manpower supply OR single work order copy placed for hiring TRUCK with driver / FORK LIFTER with operator and Manpower supply during last seven years ending last day of month previous to the one in which tender is floated /issued and should be fulfilling either of the following .

Minimum value of work must be as follows:

Three similar completed works each costing not less than the amount equal to Rs. 20.95 Lakhs.

OR

Two similar completed works each costing not less than the amount equal to Rs. 26.19 Lakhs.

OR

One similar completed work each costing not less than the amount equal to Rs. 41.90 Lakhs

Bidders shall submit completion certificate/documents indicating work completion for all submitted work orders.

2) Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2020-21, 2021-22, and 2022-23) should be at least Rs. 15.71 Lakhs.

If the date of constitution/incorporation of the bidder firm is less than three financial years than the average annual financial turnover during the last two years/last financial year (as the case may be) should be at least as mentioned above.

Bidders shall submit CA certificate / CA audited Profit & Loss accounts, Balance sheets etc. indicating the annual turnover figures, in support of the same. The financial documents has to be CA audit ed/issued with membership number, seal, signed and with UDIN.

3) Ownership of company with name, addresses and telephone nos. of proprietors/ partners/directors.

4) Copy of Partnership deed /proprietorship/ Memorandum and article of association and certificate of incorporation as the case may be.

5) All the bidders have to submit the Net worth certificate of last three financial years (FY 2020-21, 2021-22 & 2022-23) issued by CA with membership number, seal, signed and with UDIN or CA audited financial statements/balance sheets for each of the last three financial years.

The net worth should not be negative in the last financial year (i.e. financial year ending 31st March 2023).

AND

The Net worth of Bidder should have not eroded by more than 30% in the last three years. Hence, for Net worth erosion, Net worth of FY 2022-23 will be compared with Net worth of 2020-21.

In case, the date of constitution/ incorporation of the bidder is less than 3 years old, the following will be applicable -

The net worth in each of these years should not be negative

Net worth in respect of the immediate previous financial year should not have eroded more than 30 percent than that of its previously audited financial statement. In case the bidder has completed financial statements of only preceding year, the clause of net worth erosion will not be applicable

6) Shall submit Provident Fund Registration details, ESIC registration details, PAN details and GST details etc.

7) Submission of Integrity Pact (Annexure-XIV) of NIT with date and sign on each page.

#### BIDDER TO SUBMIT FOLLOWING DOCUMENTS

ATC/Packet:1: Scanned copy of i) Process compliance statement i.e. Annexure-IV ii) Annexure-VI i.e. GST clauses iii) Annexure-XIIA i.e. as per 144(xi) of GFR-2017 iv) Annexure-XIV i.e. Integrity Pact (with date & Sign on each page)

(Please print the documents on bidder's letter head with duly filled, signed and stamped by appropriate authority) and signed stamped copy of corrigendum's for subject tender uploaded on tender (CPP/GeM) portal, if any

v) Acknowledgement receipt of online EMD submission/valid UDYAM certificate

ATC/Packet:2: Scanned copy of "Work-order copies as per requirement mentioned in Pre-qualification criteria"

ATC/Packet:3: Scanned copy of "Completion Certificate or documents indicating work completion, as per requirement mentioned in Pre-qualification criteria"

ATC/Packet:5: Scanned copy of "Financial Documents like the CA audited Balance Sheets and Profit& Loss statements for last three years, indicating the Annual turnover figure of your company for each financial year"

ATC/Packet:6: Scanned copy of "Details of the Company/Ownership with name, address, phone nos of Proprietors/Partners/Directors". ATC/Packet:7: Scanned copy of "copy of Partnership deed/proprietorship/Memorandum and article of association etc".

ATC/Packet:8: Scanned copy of "Duly filled, signed and stamped copy of the technical bid/check list i.e. Annexure-III" and any other documents, if requested in scope of work, mentioned in tender document.

ATC/Packet:9: Scanned copy of "Vendor Update form i.e. Annexure-X, along with all the supporting documents".

ATC/Packet:10: Scanned copy of "Net worth certificate, as per requirement mentioned in Pre-qualification criteria"

.

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

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