

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687760094831

अनुबंध तिथि | Contract Generated Date : 18-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4475224](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Government मंत्रालय Ministry : Ministry of Labour and Employment विभाग Department : NA संगठन का नाम Organisation Name : Employees State Insurance Corporation (ESIC) कार्यालय क्षेत्र Office Zone : SUB REGIONAL OFFICE SURAT	पद Designation : OFFICE SUPERINTENDENT संपर्क नंबर Contact No. : 0261-2730124- ईमेल आईडी Email ID : deen.dayal1@esic.nic.in जीएसटीआईएन GSTIN : 24SRTS00242E1D6 पता Address : Employees State Insurance Corporation, Sub Regional Office Surat, "Samarth House", Beside Jainam Residency, Opp. Pal Lake, Pal, Surat., SURAT, GUJARAT-394510, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: DD IC वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DD (F)	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : DEPUTY DIRECTOR ईमेल आईडी Email ID : jnyanranjan.behera@esic.nic.in जीएसटीआईएन GSTIN : - पता Address : Employees State Insurance Corporation, Sub Regional Office Surat, "Samarth House", Beside Jainam Residency, Opp. Pal Lake, Pal, Surat., SURAT, GUJARAT-394510, India

परिष्ठी विवरण Consignee Details		
क्र.सं. S.No	परिष्ठी नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 0261-2730124- ईमेल आईडी Email ID : devesh.jain@esic.gov.in जीएसटीआईएन GSTIN : - पता Address : Employees State Insurance Corporation, Sub Regional Office Surat, "Samarth House", Beside Jainam Residency, Opp. Pal Lake, Pal, Surat., SURAT, GUJARAT-394510, India	Hiring of Sanitation Service - Sweeper; 6; High Intensive Area; Common Area, Staircase, Restrooms; Daily; 2

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : F50C190000829139 कंपनी का नाम Company Name : EMKAY SECURITAS संपर्क नंबर Contact No. : 09327166555 ईमेल आईडी Email ID : emkaysecuritasrt@gmail.com पता Address : 45,SHIV DARSHAN ROW HOUSE,RANDER ROAD,NEAR MERU, MAHA LAXMI MADIR TARAWADI, Surat, GUJARAT-395004, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-GJ-22-0002059 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 24AAEFE4843R1Z0 (R)

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

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-May-2024

सेवा समाप्ति तिथि | Service End Date : 01-May-2026

श्रेणी नाम | Category Name : Hiring of Sanitation Service

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description	Number of Resources	Other Charges Including Allowances over and above Minimum Wage (% Per Month) inclusive of GST
Category of Resource	Sweeper	
Number Of Working Days in Week	6	
Type of Area	High Intensive Area	
Area Inclusions	Common Area, Staircase, Restrooms	
Cleaning Cycle	Daily	
Cleaning Frequency	2	

Cost of consumables/Equipments	Cost of consumables to be reimbursed to service provider on actual basis	4	3.85
Machinery and Cleaning Agents	Pre Defined List		
District	NA		
Zipcode	NA		
Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST	16328		

कुल राशि (रुद्र) | Total Amount (Formula) :
 (((Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST) +(Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST)*(0.18)+(Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST*Other Charges Including Allowances over and above Minimum Wage (% Per Month inclusive of GST/100)) *(Contract Period/30)*Number of Resources)

एडऑन के बिना कुल मूल्य Total Value without Addons(INR)	1939164.44
कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	1939164.44

अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	1939164.44
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मूल्य विभाजन की पेशकश की | Price Break up offered : [प्राइज ब्रेक अप ऑफर किए गए दस्तावेज़ लिंक](#) | [Price Break up offered Document link](#)

एसएलए विवरण | SLA Details

Hiring of Sanitation Service

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Sanitation Services provider. The purpose of this agreement is to facilitate implementation of Sanitation Measures at the Buyer’s premises. This Agreement outlines the scope of work, Buyer’s Obligations and Special Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

2. Objective And Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to Buyer by Service Provider.

The goals of this Agreement are to:

1. Present a clear, concise and measurable description of service provision to the customer.
2. Establish Terms and Conditions for all the involved stakeholders.
3. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.
4. To provide clear reference to service ownership, accountability, roles and/or responsibilities.

3. Service Scope

The scope includes requires the Service Provider to provide manpower and resources for the Buyer Department to maintain cleanliness and hygiene of the mentioned area. The buyer will have option to outsource sanitation service depending upon the area or event.

Here we are classifying the Areas into following parts:

No	Area Type

1	Indoor Area (Like Cabins, Corridor, Halls, Medical Rooms, Service Rooms, Class Rooms, Staircase etc)
2	High Intensive Area (Like Washrooms, Entrance Lobbies/Receptions etc)
3	Outdoor Area (Like Lawns, Playground, Garages, Parking, Roads inside the campus etc)
4	Exterior of the Building
5	Seating Area (Stadiums)

All Areas specification will include - Indoor, Outdoor, High Intensive, Exterior of the Building, Seating Area or any other are as per Buyer's requirement. The Scope of the Area will be as per the area type/ job description.

3.1 Common Areas (Entrance Lobbies/ Reception/ Conference Hall)

1. Wiping of the glass doors on all the entrances.
2. Cleaning the entire common area at a convenient time without hindering the occupants movement which includes Sweeping, Mopping, Scrubbing, buffing etc.
3. Periodical wiping of the entire side walls – Marble / Granite / Tiles/ Wooden Panels.
4. Periodical dusting or vacuuming and wiping of all fixtures and furniture in all the entrance lobbies
5. Keep the signage clean and visually clear.
6. Sweeping and smooth brushing of the lift floors – removal of all dirt etc. throughout the day.
7. Dusting and Wiping of all the lift doors.
8. Collection of all waste material and its disposal as per instructions of the Buyer Department.
9. Cleaning of rugs and carpets on floors with vacuum cleaner
10. Cleaning of water cooler tanks, Air conditioning grills and space underneath water coolers.
11. Dusting and cleaning of fans, electrical fittings, windows, panes with glass cleaning chemicals/agents and cleaning of partitions and other furniture, paneling etc.
12. Cleaning of wall, ceiling for dust, cobwebs etc.

3.2 Staircase And Fire Staircase

1. Sweeping of all the staircases and common landings.
2. Removal of dust etc. from the skirting top.
3. Ensuring signage are clean and visually clear.
4. Cleaning of all the fire escape doors.
5. Cleaning of all the ceilings and walls for dust, cobwebs, etc.
6. Thoroughly wipe all door handles, latches, tower bolts, etc.

3.3 Pantry/Cafeteria

1. Cleaning of water cooler tanks and space underneath water coolers.
2. Check & clean water dispenser & vending machines.
3. Cleaning of refrigerators, tea/coffee vending machines and furniture if any, in the pantry.
4. Cleaning of cobwebs, wax polishing of walls, floor areas etc.
5. Maintain hygiene in the pantry all times.

3.4 Basement/ Parking Area/ Service Areas

1. Removal of grease and dirt stains from the surfaces.
2. Cleaning of machine rooms and other sensitive areas floors, walls and ceilings (in the presence of the operators in these areas). The machinery itself will not be touched by the cleaning staff since the operators will clean their own equipment cleaning of ceilings and walls so that cobwebs, stains etc. are taken care of.
3. Cleaning of the car parking area.
4. Cleaning of Substation, HVAC Plant Room, Pump Room, AHU Rooms, Ventilation Rooms and Other Service Rooms without affecting the Operation of the Equipment.

3.5 Restrooms

1. Sweeping and mopping of the floor and keeping the floor without stains throughout the day.
2. Mopping of all glazed tiles and keeping them clean.
3. Washing and mopping of floor areas with detergents.
4. Acid cleaning of sanitary wares without damaging their shine/lustre.
5. Washing of all the urinals, closets and washbasins with mild soap solution / cleaning solutions.
6. Ensuring clean and visually clear mirror throughout the day by periodic cleaning using glass cleaner.
7. Replace toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required.
8. Clean all toilet fixtures and fittings.
9. Urinals should have disinfectant naphthalene balls at all times.
10. Clearing of the dustbins in the toilets periodically.
11. Cleaning of walls, ceiling for dust, cobwebs etc.

3.6 Surroundings

1. Removal of all litter, mud, dust, etc within the periphery of the building as and when felt necessary during the day.
2. Taking necessary precautions to maintain the entrance to the building clean.
3. Sweeping of all the roads, parking area and open area etc.

3.7 Exteriors Of Building

1. Clean the glass and other structures inside and outside with a suitable approved glass cleaner leaving no streaks behind.
2. Clean the metal frame – dust as well as use a mild wet mop so that no stains remain on its surface.

3. Extra care shall be taken of the joints between the glass and the frame so that no dust settles there.
4. Thorough cleaning and buffing so that surfaces are clean and visually clear.
5. Keeping the terrace clean of all litter.
6. Keeping all external signage clean.

7. Cleaning of external wall & Surroundings

3.8 Seating Area Of Stadiums (Indoor/Outdoor)

1. Sweeping of all the staircases and common landings.
2. Removal of dust, stains etc. from the skirting top.
3. Ensuring signage are clean and visually clear.
4. Cleaning of all the fire escape doors.
5. Wiping and removal of dust, stains etc of all seats or sofas and under space of seats.
6. Cleaning of all the ceilings and walls for dust, beehives and cobwebs etc.
7. Thoroughly wipe all door handles, latches, tower bolts etc.

4. Terms And Conditions

4.1 Buyers Obligations

1. This Buyer Department shall provide a small room/space for supervisor & storage of materials etc. to the Service Provider free of cost during the period of contract. No name of agency shall be allowed on the room and nobody will be allowed to stay in the office unnecessarily after office hours without permission.
2. The Buyer Department shall provide sufficient running water or stored water for cleaning purposes.
3. In case, the Buyer has not included consumables in the scope of contract, the Buyer shall provide consumable materials as and when required for the work.
4. If the consumable materials are to be provided by the service provider, the cost of consumables has to be included by the service provider in charges quoted by him.
5. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

SR. No	Items
1	Liquid soap in toilets/wash rooms
2	Naphthalene Balls
3	Phenyl liquid 5 Itr
4	Toilet cleaner

5	Glass cleaning agent
6	Tissue papers
7	Air Fresheners (75 gm pkts)
8	Air perfume
9	Acid (HCL)
10	Toilet paper rolls
11	Disposable bags for garbage collection (biodegradable)
12	Liquid soap General toilets
13	Urinal cubes
14	Cleaning powder
15	Mosquito repellents
16	Glass Cleanser Spray

4.2 Service Providers Obligations

1. The Service Provider would submit a daily monitoring report to the Buyer Department.
2. A weekly log of the services rendered will be maintained and presented to the Buyer Department.
3. The Service Provider would submit a list of all employees along with full addresses for security to the Buyer Department at the time of contract. The employees deployed should be medically fit.
4. The Service Provider will have to deploy experienced and skilled workers for the job of housekeeping.
5. The service provider have to maintain compliant register at location decided by the concerned administrator.
6. The employees of the Service Provider should wear uniform along with a name tag and i-card. The Service Provider would provide the necessary equipment required for the mechanize service along with the equipment listed below at his own cost.
7. 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.
8. 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.

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Floor Duster	3M Doodlebug	Floor Wiper	Telescopic Rod
White Dusters	Mop Wringer Trolley	Hard Gloves	Pressure Pump
Bamboo Brooms	Vacuum Cleaner	Soft Brooms	Safety Signage
Rubber Stamps	Hard Brooms	Feather Brush	Kentucky Mop
Toilet Brush	Barricade Tape & Stand	Hand Brush (Scrubber)	Gloves HB
Vacuum Pump	Glass Wiper	Carpet Brush	Safety Shoes
Buckets/Baskets	Dust Pans		

9. 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."

4.3 Special Terms And Conditions

1. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Registration & Abolition) Act 1970, EPF, ESI etc. with regard to the personnel engaged by him for providing support services. It will be the responsibility of the Service Provider to provide details of all manpower and resources deployed.
2. 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.
3. The Agreement shall commence w.e.f the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
4. The Service Provider shall not engage any sub-Service Provider or transfer the contract to any other person in any manner.
5. The quality assurance and control shall be ensured by the Service Provider in all respects.
6. The requisite supervisory staff shall be provided at all the site of work for effective supervision and quality assurance work.
7. The Service Provider shall take care of lifting, carrying and disposing dead birds, animals, rats and insects.
8. All materials to be used for cleaning and other consumables shall be in conformity with the specifications/brand/make of Government approved standards.
9. The Service Provider shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering and shall not engage in any immoral act.
10. Garbage collection drums should be placed at all suitable points. The drums should be provided with polythene bags, which may be removed so that garbage does not spill out or spoil the drums.
11. Under no circumstances the garbage collected would be kept inside complex and all the arrangements to be made by the agency for its disposal at a suitable place at his own cost as decided by concerned department.
12. The Service Provider shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
13. The employees of the Service Provider should be present on duty as per the Buyer's department instruction.
14. The agency shall maintain sufficient stock of all items required for cleaning of the premise.
15. The Buyer Department shall have the right to inspect the cleaning site at any time and also to issue such orders and direction to the organization as may be considered necessary. The organization shall ensure that such orders are compiled forthwith.
16. The Service Provider shall deploy a person to supervise the cleaning and maintenance services, who will report to the concerned Buyer Department on a daily basis.
17. The Service Provider shall ensure all consumables are within the expiry.
18. 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.
19. 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.
20. 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.

5. Penalty And Termination.

S NO.	Service level agreement	Penalties for non-compliance
1	Non completion of the cleanliness operation mentioned in the contract.	Penalize the Service Provider by 0.25% of the Monthly billed amount per incident up to maximum of 5% of monthly bill.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actual/replacement, equivalent to the value of the article theft/lost/damaged as decided by the buyer depending on the gravity of the act. Also, the manpower responsible to be replaced.
3	Cumulative Penalty	Cumulative Penalty cannot exceed more than 10% of the total contract value.

Service Formula:

Wage +(Wage X 18%)+(Wage X Percentage Margin Quoted by bidder) X Number of months of contract X Number of Resource

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

1. Certificate (Requested in ATC) : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

State Bank of India

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

3.00

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

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.2 Service & Support:

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

2.3 Service & Support:

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

2.4 Service & Support:

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

2.5 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.

2.6 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.

2.7 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.

2.8 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ESIC Fund Account No.1

payable at

At surat

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.9 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

ESIC Fund Account No.1 payable at Surat

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

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

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