

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687760841973

अनुबंध तिथि | Contract Generated Date : 01-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4723246](#)

अनुसूची नाम | Schedule Name: Schedule 5

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Autonomous मंत्रालय Ministry : Ministry of AYUSH विभाग Department : Central Council for Research in Ayurvedic Sciences संगठन का नाम Organisation Name : Central Ayurveda Research Institute कार्यालय क्षेत्र Office Zone : S	पद Designation : Research Assistant संपर्क नंबर Contact No. : 080-29535034-220 ईमेल आईडी Email ID : buyer4.rarimdr.ka@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : CENTRAL AYURVEDA RESEARCH INSTITUTE #12, Uttarahalli ManavartheKaval, Uttarahalli Hobli, Bangalore South Taluk, Kanakapura Main, Road, Thalagattapura Post, Bengaluru-560109, KARNATAKA-560109, 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 : Assistant Director Incharge वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Assistant Director Incharge	भुगतान का तरीका Role : PAO भुगतान का तरीका Payment Mode : Offline पद Designation : LDC ईमेल आईडी Email ID : jyothi.g@ccras.nic.in जीएसटीआईएन GSTIN : - पता Address : CENTRAL AYURVEDA RESEARCH INSTITUTE #12, Uttarahalli ManavartheKaval, Uttarahalli Hobli, Bangalore South Taluk, Kanakapura Main, Road, Thalagattapura Post, Bengaluru-560109, KARNATAKA-560109, India

प्रेषिती विवरण Consignee Details		
क्र.सं. S.No	प्रेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 080-29535034-220 ईमेल आईडी Email ID : buyer4.rarimdr.ka@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : CENTRAL AYURVEDA RESEARCH INSTITUTE #12, Uttarahalli ManavartheKaval, Uttarahalli Hobli, Bangalore South Taluk, Kanakapura Main, Road, Thalagattapura Post, Bengaluru-560109, BENGALURU, KARNATAKA-560109, India	Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	NLCE210004184199
कंपनी का नाम Company Name :	EVEREST HUMAN RESOURCE CONSULTANTS
संपर्क नंबर Contact No. :	07903131051
ईमेल आईडी Email ID :	ehrc2015@gmail.com
पता Address :	RZF-1/382, MAHAVIR ENCLAVE PART1 PALAM DABRI ROAD,MAHAVIR ENCLAVE PART 1, South West delhi, DELHI-110045, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-DL-03-0004422
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	07AAFFE2184A1ZW (R)

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-Jun-2024 सेवा समाप्ति तिथि | Service End Date : 31-May-2026

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	Others	
List of Profiles	Driver	

Educational Qualification	Secondary School		
Specialization	Driver		
Post Graduation	Not Required		
Specialization for PG	Pharmacist, Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	915		
Bonus (INR per day)	0	1	3.850
EDLI (INR per day)	2.5		
EPF Admin Charge (INR per day)	2.5		
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)	0		
Provident Fund (INR per day)	60		
Number of working days in a month	30		
Tenure/ Duration of Employment (in months)	24		

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))

एडऑन के बिना कुल मूल्य Total Value without Addons(INR)	859773.6
कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	859773.6

अतिरिक्त जानकारी Additional Details
<ul style="list-style-type: none"> ● Title for Optional Allowances 1 : 0 ● Title for Optional Allowances 2 : 0 ● Title for Optional Allowances 3 : 0 ● Designation : Driver

अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	859773.6
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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. **Service Provider:** 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		

Payment in actuals, equivalent to the value of

3	If the employee is found responsible for any theft, loss of material/ articles	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. 1st Instance	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. 2nd Instance	Cancellation of the contract with cancellation charges @ 10% of the order value 3rd Instance
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
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.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1 day 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 day wages 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
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	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	-
7	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 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

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

- The Minimum Wages Act, 1948
- The Payment of Wages Act, 1936
- 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

शुद्धिपत्र | Corrigendum

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

1. The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years : SHOULD HAVE EXECUTED 3 YEARS OF MANPOWER SERVICES
2. The Bidder should have executed at least X No. projects with supply of xx.no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years : SHOULD HAVE EXECUTED 3 YEARS OF MANPOWER SERVICES
3. Geographic Presence: Office registration certificate : BENGALURU
4. Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act : [click here](#)
5. In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority. : [click here](#)
6. Scope of work & Job description : [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

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

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.

2.3 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.

2.4 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.

2.5 Service & Support:

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

2.6 Service & Support:

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

2.7 Service & Support:

The Service Provider is required to have at least 10 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

2.8 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.

2.9 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.

2.10 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

CENTRAL AYURVEDA RESEARCH INSTITUTE

payable at
BENGALURU

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.11 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

CENTRAL AYURVEDA RESEARCH INSTITUTE

payable at
BENGALURU

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.12 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Central Ayurveda Research Institute

Account No.
10509595790
IFSC Code
SBIN0040653
Bank Name
State Bank of India
Branch address
Raghuvanahalli

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.13 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Additional Terms and Conditions

1. The service provider should have minimum three years of experience of providing services to central government institutes, preferably to the institutes under Ministry of AYUSH.
2. The number of Man-power required will vary from time to time depending on the need of the Institute. The contractor shall provide different category of Man-power to CARI, Bengaluru as per requirement from time to time.
3. Indemnification: The contractor shall keep the CARI, Bengaluru indemnified against all claims whatsoever in respect of the employee deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CCRAS is made party and is supposed to contest the case, the CARI, Bengaluru will be reimbursed by the Contractor, the actual expenses incurred towards Counsel fee and other expenses, and the contractor shall pay it in advance to CARI, Bengaluru on demand. Further, the contractor shall ensure that no financial or any other liability comes on CARI, Bengaluru in this respect and shall keep CARI, Bengaluru indemnified. The contractor shall further keep the CARI, Bengaluru indemnified against any loss to the property and assets of CARI, Bengaluru caused by manpower provided by him. The CARI, Bengaluru shall have right to adjust and /or deduct any of the amounts as aforesaid, from the payments due to the contractor under this contract.

4. The first three months of the contract period will be treated as trial period and if the performance is found satisfactory during this period, the contract will be firm up for one year including the first three months of trial period. Otherwise the contract will be terminated without allowing any notice period. However, Assistant Director (Ay) In-charge, Central Ayurveda Research Institute, (CARI) BENGALURU will have right to terminate the contract at any point of time during the contract period, without assigning any reasons.
5. All required items for the work will be provided by the Institute. Contractor has to arrange only manpower of different categories depending upon the nature of work.
6. Payment on account of enhancement/escalation charges due to revision in wages by CCRAS, from time to time, are payable by CARI to the manpower engaged by contractor.
7. The Tenderer must ensure that wages are paid to the different categories of manpower as quoted in the Tender, but should not be less than minimum wages fixed by the Central Government or Karnataka State Government whichever is higher and as amended from time to time, Bidders quoting less than minimum wages, as applicable, shall be disqualified.
8. The Contractor shall issue wage slip every month to each contract worker deployed by him. He shall also be responsible for remittance of EPF, ESI and other statutory payments to the appropriate authority on account of personnel deployed by him. The monthly reimbursement towards EPF & ESI in respect of manpower deployed at CARI will be paid to the contractor after furnishing proof of depositing the amounts to the appropriate authorities. The proof of deposit in this regard should be in respect of the manpower deployed at CARI, Bengaluru and should not be clubbed together with other employees deployed at other departments/organizations, where the contractor is having similar contracts. The contractor should produce the original challans for verification regarding EPF, ESI reimbursement. The contractor should also submit copies of electronic returns as submitted for EPF & ESI through online. In case the contract is renewed after completion of one year's service by the Outsourcing agency, an increase in annual remuneration @ 5% (five percent) can be considered to neutralize the dearness allowance based on recommendation of the controlling officer, Employees engaged by the contractor are not entitled to any other allowance such as DA, transport facility, residential accommodation, CGHS, Medical reimbursement etc.
9. Income Tax / GST : TDS at applicable rate will be deducted from the total sum paid against the monthly bill of the Contractor and any other amounts paid towards arrears/dues, paid separately.
10. The Outsourcing Agency shall issue an ID card to all the outsourced employees.
11. The Outsourcing Agency shall maintain all records of the manpower deployed by him in the Institute, as required under various Labour Laws and the Institute will have no responsibility in this regard. The contractor should have own code number under EPF, ESI Act and the amounts recovered on this account is required to be deposited with the respective authorities by the contractor every month, as required under law of the land.
12. The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the persons employed for the aforesaid services to CARI, Bengaluru and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act: Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/or and other applicable laws.
13. Contractors shall comply the Rules/regulations and/or statutes that are applicable to them and shall further keep the CARI, Bengaluru indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations there under and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under any of these, CARI, Bengaluru shall be entitled to recover any/all such losses and/or expenses, which it may have to suffer or incur on account of such claims, demands, loss or injury, from their payments.
14. The contractor shall submit the proof for depositing/paying the amount of contribution claimed by him on account of ESI, EPF & towards the persons deployed at CARI, Bengaluru premises in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI, EPF & Bonus contribution will be withheld till submission of required documents.
15. The contractor shall engage medically and physically fit persons and strictly as per the eligibility criteria laid down for each category of workers.
16. The persons deployed by the contractor for the services mentioned above shall be employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, a relationship of 'Employer' and "Employee" between the said persons and the CARI, Bengaluru shall accrue/arise, implicitly or explicitly.
17. In case, any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the Outsourcing Agency shall immediately withdraw such employees and take suitable action against those employees on account of the aforesaid acts reported by CARI, Bengaluru. Further, contractor shall immediately replace said persons on demand of Assistant Director, In-charge CARI, Bengaluru.
18. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct of his employees so deployed and ensure preservation of peace and protection of life and property of CARI, Bengaluru.
19. He shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CARI, Bengaluru in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld, till submission of required documents. The Institute will reimburse employer's share of EPF and ESI every month as permissible under the provision of the respective Acts as amended from time to time.

and service charge based on the proof of making the wage payment to the workers and will also reimburse the EPF (Employer's share), and ESI at the minimum prescribed rate. No other payment will be paid to the contractor.

20. Termination of contract: The contract shall be terminated on any of the following contingencies:

- i. On the expiry of the contract period as stated above;
- ii. By giving one month's notice by CARI, Bengaluru on account of :
- iii. Committing breach by the Contractor of any of the terms and conditions of this agreement;
- iv. Assigning the contract or any part thereof to any sub- contractor by the contractor without written permission of the Assistant Director, In-charge, CARI, Bengaluru
- v. On contractor being declared insolvent by the Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before, till the expiry of notice period.

It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature to the Institute.

21. Arbitration: In the event of any question, dispute/difference arising under the contract or agreement or in connection with any interpretation (except as to matters the decision of which is specifically provided under the agreement) same shall be referred to the sole arbitration to Director General, Central Council for Research in Ayurvedic Sciences, New Delhi or his nominee. The decision of the arbitrator shall be final and binding on the parties, subject to the provisions of the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force, shall be deemed to apply to the arbitration proceedings under this clause.

22. The Contractor shall not collect any fees/charges in any from his workers to be engaged by him under the scope of this contract and he shall not also deduct any other charges other than statutory charges as per rules from the wage. The Contractor shall ensure that each engaged worker has an EPF account and is issued with ESI card within a month of engagement. Contractor shall abide by all existing laws including welfare laws ESI, EPF, Bonus, Income Tax, GST or any other extra tax levied by Govt., etc. and adopt all required welfare measures for his employees and discharge all other obligations concerning thereto. He shall furnish adequate proof to CARI, Bangalore in this regard. It is again clarified that all such responsibilities and obligations whether specified herein shall be the exclusive responsibility of the contractor.

2.14 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.

2.15 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

CENTRAL AYURVEDA RESEARCH INSTITUTE

Account No.

10509595790

IFSC Code

SBIN0040653

Bank Name

STATE BANK OF INDIA

Branch address

RAGHUVANAHALLI

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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

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