

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687772916126

अनुबंध तिथि | Contract Generated Date : 04-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4837893](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central Government मंत्रालय   Ministry : Comptroller and Auditor General (CAG) of India विभाग   Department : Indian Audit and Accounts Department संगठन का नाम   Organisation Name : D G A CENTRAL EXPENDITURE NEW DELHI कार्यालय क्षेत्र   Office Zone : Director General Of Audit Central Expenditure	पद   Designation : SENIOR AUDIT OFFICER संपर्क नंबर   Contact No. : 011-23454252-202 ईमेल आईडी   Email ID : sanjeevkr1.del.au@cag.gov.in जीएसटीआईएन   GSTIN : - पता   Address : O/o Director General of Audit (Central Expenditure), AGCR Building, IP Estate, New Delhi-110002, CENTRAL DELHI, DELHI-110002, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Director (Admn.) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: Director (Admn.)	Role: DDO भुगतान का तरीका   Payment Mode: PFMS पद   Designation : SENIOR AUDIT OFFICER/DDO ईमेल आईडी   Email ID : kumart.del.cca@cag.gov.in जीएसटीआईएन   GSTIN : N पता   Address: O/o Director General of Audit (Central Expenditure), AGCR Building, IP Estate, New Delhi-110002, CENTRAL DELHI, DELHI-110002, India

परोक्षी विवरण   Consignee Details	सेवा विवरण   Service Description
क्र.सं.   S.No	
1	संपर्क   Contact : 011-23454252-202 ईमेल आईडी   Email ID : sanjeevkr1.del.au@cag.gov.in जीएसटीआईएन   GSTIN : - पता   Address : O/o Director General of Audit (Central Expenditure), AGCR Building, IP Estate, New Delhi-110002, CENTRAL DELHI, DELHI-110002, India
	Manpower Outsourcing Services - Minimum wage - Unskilled, Semi-skilled, Skilled, Highly-Skilled; Admin, Finance/Accounts, IT-Technical, Non-IT Technical, Healthcare, Others; Multi-tasking Staff
	Manpower Outsourcing Services - Minimum wage - Skilled; Others; Cook
	Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Clerk
	Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Cook
	Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Store Keeper
	Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Stenographer
	Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - LMV

सेवा प्रदाता विवरण   Service Provider Details
जेम विक्रेता आईडी   GeM Seller ID : 4C59180000099051 कंपनी का नाम   Company Name : DIGNUS SERVICES संपर्क नंबर   Contact No. : 08860205158 ईमेल आईडी   Email ID : dignuservice77@gmail.com पता   Address : CB-358, 3rd Floor, Ring Road, Naraina, Delhi, NEW DELHI, Delhi-110028, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-DL-10-0005937 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 07AANFD4934F2ZC (B) , (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): 05-Jun-2024

सेवा समाप्ति तिथि | Service End Date : 04-Apr-2025

श्रेणी नाम | Category Name : Manpower Outsourcing Services - Minimum wage

बिलिंग चक्र | Billing Cycle: monthly

विवरण   Description	Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Unskilled, Semi-skilled, Skilled, Highly-Skilled	
Type of Function	Admin, Finance/Accounts, IT-Technical, Non-IT Technical, Healthcare, Others	
List of Profiles	Multi-tasking Staff	

Educational Qualification	Not Required	32	3.85
Specialization	Not Required		
Post Graduation	Not Required, Required, Optional		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	778		
Bonus (INR per day)	64.8		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
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)	25.28		
Provident Fund (INR per day)	88.63		
Number of working days in a month	22		
Tenure/ Duration of Employment (in months)	10		

**कुल राशि (रु) | 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)	8206887.99
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	8206887.99

<b>अतिरिक्त जानकारी   Additional Details</b>
• Title for Optional Allowances 1 : 0 .
• Title for Optional Allowances 2 : 0 .
• Title for Optional Allowances 3 : 0 .
• Designation : 0 .

**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	6
Type of Function	Others	
List of Profiles	Cook	
Educational Qualification	High School	
Specialization	Not Required	
Post Graduation	Not Required	
Specialization for PG	Not Applicable	
Experience	0 to 3 Years	
Zipcode	NA	
District	NA	
Minimum daily wage (INR) exclusive of GST	948	
Bonus (INR per day)	78.96	
EDLI (INR per day)	0	
EPF Admin Charge (INR per day)	0	
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)	30.81	
Provident Fund (INR per day)	88.63	
Number of working days in a month	22	
Tenure/ Duration of Employment (in months)	10	

**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 da  
 y)+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 N umber 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)	1843892.69
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	1843892.69

**अतिरिक्त जानकारियां | Additional Details**

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

**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	3	3.85
Type of Function		
List of Profiles		
Educational Qualification		
Specialization		
Post Graduation		
Specialization for PG		
Experience		
Zipcode		
District		
Minimum daily wage (INR) exclusive of GST		
Bonus (INR per day)		
EDLI (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)		
Estimated Number of Overtime Hours per Resource per Month		
Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)		
ESI (INR per day)		
Provident Fund (INR per day)		
Number of working days in a month		
Tenure/ Duration of Employment (in months)		

**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 da  
 y)+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 N umber 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)	921946.34
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	921946.34

**अतिरिक्त जानकारियां | Additional Details**

- Title for Optional Allowances 1 : 0
- Title for Optional Allowances 2 : 0

Title for Optional Allowances 3 : 0

Designation : 0

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	Semi-skilled	2	3.85
Type of Function	Others		
List of Profiles	Cook		
Educational Qualification	High School		
Specialization	Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	862		
Bonus (INR per day)	71.8		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
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)	28.01		
Provident Fund (INR per day)	88.63		
Number of working days in a month	22		
Tenure/ Duration of Employment (in months)	10		

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)	563182.9
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	563182.9

अतिरिक्त जानकारी | Additional Details

Title for Optional Allowances 1 : 0

Title for Optional Allowances 2 : 0

Title for Optional Allowances 3 : 0

Designation : 0

श्रेणी नाम | Category Name : Manpower Outsourcing Services - Minimum wage

बिलिंग चक्र | Billing Cycle: monthly

विवरण   Description		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Skilled		
Type of Function	Admin		
List of Profiles	Store Keeper		
Educational Qualification	Secondary School		
Specialization	Not Required		
Post Graduation	Not Required		

Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	948		
Bonus (INR per day)	78.96	1	3.85
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
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)	30.81		
Provident Fund (INR per day)	88.63		
Number of working days in a month	22		
Tenure/ Duration of Employment (in months)	10		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b>			
( (((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)			307315.45
कुल एडऑन मूल्य   Total Addon Value(INR)			0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			307315.45
<b>अतिरिक्त जानकारी   Additional Details</b>			
<ul style="list-style-type: none"> <li>• Title for Optional Allowances 1 : 0</li> <li>• Title for Optional Allowances 2 : 0</li> <li>• Title for Optional Allowances 3 : 0</li> <li>• Designation : 0</li> </ul>			
<b>श्रेणी नाम   Category Name : Manpower Outsourcing Services - Minimum wage</b>			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
<b>विवरण   Description</b>		<b>Number of Resources to be hired</b>	<b>Percentage of Service charge inclusive of GST</b>
Skill Category	Skilled	4	3.85
Type of Function	Admin		
List of Profiles	Stenographer		
Educational Qualification	Secondary School		
Specialization	Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	948		
Bonus (INR per day)	78.96		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
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)	30.81		
Provident Fund (INR per day)	88.63		
Number of working days in a month	22		

Tenure/ Duration of Employment (in months)		10	
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b> ( (((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund ( INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day) ) *Number of working days in a month)+(Estimated Number of Overtime Hours per Resource per Month*Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)))*(1.18 + Percentage of Service charge inclusive of GST/100))*Number of Resources to be hired*Tenure/ Duration of Employment (in months) )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		1229261.79	
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		1229261.79	
<b>अतिरिक्त जानकारी   Additional Details</b>			
<ul style="list-style-type: none"> <li>Title for Optional Allowances 1 : 0</li> <li>Title for Optional Allowances 2 : 0</li> <li>Title for Optional Allowances 3 : 0</li> <li>Designation : 0</li> </ul>			
<b>श्रेणी नाम   Category Name : Manpower Outsourcing Services - Minimum wage</b>			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
<b>विवरण   Description</b>		<b>Number of Resources to be hired</b>	<b>Percentage of Service charge inclusive of GST</b>
Skill Category	Skilled	1	3.85
Type of Function	Others		
List of Profiles	Driver - LMV		
Educational Qualification	High School		
Specialization	Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	948		
Bonus (INR per day)	78.96		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
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)	30.81		
Provident Fund (INR per day)	88.63		
Number of working days in a month	22		
Tenure/ Duration of Employment (in months)	10		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b> ( (((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund ( INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day) ) *Number of working days in a month)+(Estimated Number of Overtime Hours per Resource per Month*Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)))*(1.18 + Percentage of Service charge inclusive of GST/100))*Number of Resources to be hired*Tenure/ Duration of Employment (in months) )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		307315.45	
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		307315.45	
<b>अतिरिक्त जानकारी   Additional Details</b>			
<ul style="list-style-type: none"> <li>Title for Optional Allowances 1 : 0</li> <li>Title for Optional Allowances 2 : 0</li> <li>Title for Optional Allowances 3 : 0</li> <li>Designation : 0</li> </ul>			

## अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य | Total Contract Value Including All Duties and Taxes(INR)

13379802.61

### 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	-	-
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
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

- i. The Payment procedure as specified in the General Terms and Conditions (GTC) of GeM will be applicable.
- ii. Payment schedule to be as per payment terms specified in bid document/ATC by the buyer.

## 7 Undertaking

The service provider/contractor shall not make any unauthorized deductions from the wages of the contract labour and provide below undertaking:

"The Service Provider hereby undertakes not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident

Management Policy."

## 8 Formula Used

### 8.1 Cumulative Cost (Daily): -

"d" = "bp" + "esi" + "pf" + "edli" + "bonus" + "admin" + "nm1" + "nm2" + "nm3" + "oth" \* "otr"

Where,

"bp" = Basic dailywage (INR) exclusive of GST

"pf" = Provident Fund (INR Daily)

"edli" = EDLI (INR Daily)

"esi" = ESI (INR Daily)

"bonus" = Bonus (INR Daily)

"admin" = EPF Admin Charge (INR Daily)

"nm1" = Optional Allowance 1 (INR Daily)

"nm2" = Optional Allowance 2 (INR Daily)

"nm3" = Optional Allowance 3 (INR Daily)

"m" = Cumulative Cost (INR Daily)

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

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

### 8.2 Total: -

"tcv" = (d \* nd + "oth" \* "otr") \* (1.18 + sc / 100) \* t \* q

Where

"tcv" = Total Contract Value

"d" = Cumulative Cost (Daily) as calculated in 10.1 above

"sc" = Service Charge in %age, as quoted by service provider

"nd" = No. of working days in a month

"t" = Tenure for which service is required (In no. of months)

"q" = Quantity (No. of resources required by buyer)

## Annexure - 1

1. The Minimum Wages Act, 1948
2. The Payment of Wages Act, 1936
3. The Payment of Bonus Act, 1965
4. The Equal Remuneration Act, 1976
5. The Trade Unions Act, 1926
6. The Industrial Employment (Standing Orders) Act, 1946.
7. The Industrial Disputes Act, 1947
8. The Weekly Holidays Act, 1942
9. The Factories Act, 1948
10. The Plantation Labour Act, 1951
11. The Mines Act, 1952
12. The Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996
13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955
23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996
31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976
36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

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

1. Geographic Presence: Office registration certificate : Delhi/NCR/Delhi Region
2. Scope of work & Job description : [click here](#)

3. Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act : [click here](#)
4. 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](#)

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

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

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

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

##### 2.3 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 Forms of EMD and PBG:

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

"PAO, PAG Delhi"

payable at

New Delhi

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.

##### 2.8 Forms of EMD and PBG:

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

"PAO, PAG Delhi"

payable at

New Delhi

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.

##### 2.9 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

"PAO, PAG Delhi"

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.

##### 2.10 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.

2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

OFFICE OF THE DIRECTOR GENERAL OF AUDIT (CENTRAL EXPENDITURE), DGACR BUILDING, IP ESTATE, NEW DELHI-110002

THE OFFICE PURCHASING COMMITTEE RECOMMENDS TO UPLOAD THE BID ON GeM PORTAL FOR PROVIDING SKILLED, SEMI-SKILLED/UN-SKILLED MAN POWER FOR STENOGRAPHER, MTS, CANTEEN STAFF, GUEST HOUSE, CRECHE AND STAFF CAR DRIVER RELATED WORKS AT DGACR BUILDING, NEW DELHI-110002

Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1. The contract will be for a period of approximately Ten months w.e.f 01.06.2024 to 31.03.2025.
2. The last date and time submission of bids will be as per the bid specifications uploaded on GeM portal.
3. **Bid Documents are also available for viewing on the websites of O/o Director General of Audit (Central Expenditure), New Delhi (O/o DGA (CE), New Delhi) i.e. <https://caq.gov.in/cen/new-delhi-iii/en/tenders>**
4. The bidder must have its main office or branch office (if any) located within Delhi NCR /Delhi region. The office reserves the right to conduct physical verification of the office for verification purposes due to which, any bidder with main office outside Delhi/NCR/ Delhi region shall be rejected.
5. Registration: The Bidder should be registered with the Income Tax Department, Goods and Service Tax Department also registered under the Labour Laws, Employee Provident Fund Organization & Employee State Insurance Corporations. Proofs of the same should be uploaded as a single pdf named "Registration Certificates".
6. Clearance: The bidders should also have clearance from GST and Income Tax Department and relevant proof in support like latest ITR, GSTR shall be submitted as a single pdf named "Clearances".
7. Experience: The bidder agency should have a minimum experience of Five (05) years in providing manpower outsourcing service to Indian Audit and Accounts Departments/ Central Government Offices/State Government Offices/PSUs. In support of experience, the bidder is required to upload copies of Contract along-with Completion/Experience Certificate obtained from the respective office/department post completion of contract indicating the period for which the contract was active. Any contract uploaded with out completion certificate does not qualify for the experience condition and stands to be rejected. The bidder needs to create a single pdf file, named "Experience Proof", of the contracts followed by their respective experience certificate.
8. Turnover: The bidder must upload Audited Financial Statements of last Three (03) financial years consisting financial years 2020-21, 2021-22 and 2022-23 with having an Average Annual Turnover of ₹ Five (05) Crores in a single pdf file named "Turnover and Financial Statements". Any bidder with Average Annual Turnover less than ₹ Five (05) Crores in any of the previous Three (03) financial years shall be rejected. The audited financial statements should have Unique Document Identification Number (UDIN) number of CA on each certificate.
9. The bidder must have valid labour license (Under Rule 25(1) of the Contract Labour (Regulation and Abolition) Central Rules, 1971) with having at least 80 number of Manpower.
10. The bidder should have its own trained minimum 80 Manpower as on 31st March 2024 on their payroll and supported by valid EPFO and ESI challans of latest month shall be submitted as a single pdf named "Manpower".
11. The bidders should be registered in valid MSME (Micro, Small and Medium Enterprises) or valid National small industries Corporations (NSIC) and should have valid ISO 45001 (IAF), 27001:2008, 9001:2015 Certificate issued before 31" Mar 2024.
12. The bidder has to submit an Undertaking on duly notarized stamp paper of Rs. 100 that *"the workers employed would be paid minimum wages (For Non Matriculate, Matriculate but Not Graduate & Graduate and Above) as per orders of Central Govt. and oblige all statutory requirements with respect to ESI, EPF etc. with references to those workers, bidder has never been blacklisted during the tenure of their services and the bidder is ready to retain all the existing employee/manpower serving their particular category and roles defined in this office"*. Bids submitted with undertaking on office letterhead stands to be rejected.

13. The bidders are required to deposit Earnest Money (EMD) of Two (2%) of contract value in the form of Fixed Deposit Receipt in favour of "PAO, PAG Delhi" and the validity of the EMD should be upto Six (6) months from the date of submission of bid document. The soft copy of the EMD needs to be uploaded in the form of pdf named "EMD". If the bidder submits EMD exemption proof, the proof/certificate should be verifiable online, otherwise the bid is liable to be rejected on grounds of "Non-Submission of EMD".
14. On award of contract, the successful bidder shall submit a Performance Guarantee (PG) in the form of Tender Fixed Deposit of Three (3%) of contract value in the favour of "PAO, PAG Delhi" before awarding the contract. The PG shall be refunded to the selected bidder without any interest on the satisfactory completion of the contract period. PG should remain valid for a period of Ninety (90) days beyond the date of completion of all contractual obligations of the bidder.
15. The EMD, without any interest accrued, will be refunded as follows:-
  - a. In case of those Bidders who are not awarded the contract, the EMD will be refunded without any interest accrued within 60 days after the award of the contract to successful bidder. The EMD will be refunded after submission of a request cum authorization letter in letter head of the company and Identity proof of authorized person along with his /her mobile number.
  - b. The EMD of the successful bidder will be returned only after signing the contract and upon receipt of PG.
16. The successful bidder shall not demand/request any form of enrolment/registration charges from office/outsourced staff.
17. All documents supporting the minimum eligibility criteria must be attached.
18. The office reserves the right to reject any or all the tenders and/or cancel the Tender enquiry at any stage without assigning any reason.
19. In case of any query, please contact Senior Audit Officer (GD Section), on Phone No. 011-23454202 or Assistant Audit Officer (GD Section) on 011-23454252.
20. The Contractor shall not deploy/change the outsourced personnel provided by the contractor without prior permission of the O/o the DGA (CE), New Delhi.
21. Pre-bid meeting will be conducted on 09.04.2024 at 11.00 AM in O/o the DGA (CE), New Delhi.
22. All the participants will carry authority letter from the respective firm for attending the pre-bid meeting and the same to be submitted to Assistant Audit Officer (GD Section), O/o the DGA (CE), New Delhi. The prospective bidders should on their own cost, attend the said meeting on the date and venue.
23. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid meeting.
24. At the time of pre-bid meeting bidders shall submit required EMD to the O/o DGA (CE), New Delhi.
25. The Firm/vendors may visit the office and check the scope of work/area etc. before submitting bids on GeM portal. A Certificate in this regard should be uploaded on GeM portal along with other bid document a single pdf file, named "Site Visit".

Buyer Added Bid Specific Scope of Work (SOW)

Text Clause(s)

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TERMS AND CONDITIONS OF CONTRACT

1. That the contractor shall provide 49 (forty nine) contractual workers [ 12-Un-skilled workers for MTS (including crèche worker), 04-Skilled workers for Stenographer, 01-Skilled worker for Staff Car Driver, 06-Skilled, 02-Semi-skilled & 13-Un-skilled workers for Departmental Canteen and 04-Skilled & 07-Un-skilled workers for Guest House] for 09 hours (8.30 a.m. to 5.30 p.m.) duty per day. Overtime, if any, will be paid extra. The number of staff outsourced through contract may be increased or decreased any time during the contract period as per the vacancy position/requirements of the O/o DGA (CE), New Delhi.
2. The payment to outsourced staff is to be made as per the calculation sheet provided by the office based on the actual man days provided by the outsourced staff. Any discrepancy in calculation sheet may be reported to the office in due time to avoid late payment of wages. The disbursement of wages to the outsourced staff is to be done by 10<sup>th</sup> of every month. Any delay in payment shall be subject to penalties as per GeM, GTC and STC.

3. Method of Payment of Bills:-

a. *First the contractor shall pay the salary/bonus/any other payment to workers deployed in O/o the DGA (CE), New Delhi then the reimbursement of Salary and share of EPF, ESIC, GST and Bonus etc. would be made after obtaining evidence of payment to the respective agencies by the Contractor.*

b. *On receipt of payment of salary to all the workers the process for reimbursement of payment shall be initiated.*

c. *Service charge will be raised by the firm/contractor only on the Manpower services provided by the firm.*

4. Similarly, the above practice will be followed in case of EPF, ESIC, GST and Bonus etc. payment. First the firm will deposit the dues to the concerned agencies and then submit the bills to the O/o DGA (CE), New Delhi for reimbursement alongwith evidence of deposit of dues. After duly verification the reimbursement will be made to the contractor.

5. TDS will be deducted as per applicable law/rate issued by the Government from time to time.

6. The Contractor shall submit Police Verification Report/Certificate in respect of all Contractual Staff deployed in this office.

7. No residential accommodation, transport, canteen or medical facility will be provided to the outsourced staff by the office. The uniform and identity cards to the persons employed shall be provided by the Contractor at his own cost. No reimbursement will be made by the O/o the DGA (CE), New Delhi against these charges.

8. The workers provided by the Contractor shall be bound to observe all instructions issued by O/o the DGA (CE), New Delhi concerning general discipline and behavior. Consumption of liquor, smoking/chewing tobacco in the office is strictly prohibited at all times.

9. That it shall be the sole responsibility and liability of the Contractor to comply with the provisions of the Contract Labor (Registration & Abolition) Act, 1970, Employees Provident Funds Act, Employees State Insurance Act, Minimum Wages Act, 1948 and any other labour laws in force and this office shall not, in any way, be liable for the acts of omission and commission of the Contractor which may contravene with the provisions of any of the laws in force. Authority, if required. The Contractor shall be liable to defend, indemnify and hold harmless the O/o the DGA (CE), New Delhi from any liability which may be imposed by Central, State or Local Authorities by reason of violation by the Contractor of any laws, regulation and also from all claims, suits and proceedings that may be brought against the O/o the DGA (CE), New Delhi arising under or incidental to or by reason of work provided/assigned under this agreement brought by the workers of the Contractor, any third party or Central/State/Local Authorities.

10. The Contractor shall get all the workers deputed to be covered under various Labour laws. O/o the DGA (CE), New Delhi shall have no liability whatsoever in respect of the workers provided by the Contractor. They shall not be employees of the O/o the DGA (CE), New Delhi under any law relating to their employment with the Contractor. The Contractor shall obtain labour licenses from statutory body. It is made clear that there shall be no master and servant relationship between the Contractor and/or his workers and the O/o the DGA (CE), New Delhi. O/o the DGA (CE), New Delhi shall not be responsible, financially or otherwise, for any injury to the worker of the Contractor in the course of performing their duties during the currency of this agreement.

11. That the working staff shall be properly dressed and shall wear full uniform while on duty (provided by the Contractor). The Contractor shall be solely responsible for all actions of his personnel including the behavior, conduct and discipline. Any breach of discipline and professional conduct shall be viewed seriously. In case of any misconduct or breach of discipline by the Contractor or its personnel the Contractor shall be informed in writing about the action to be taken and a notice for removal of such personnel shall result into immediate removal of the defaulting personnel and even termination of the agreement in the event of non compliance. The contractor would be solely responsible for any liability, financially or otherwise, arising out of any provision of any law in force due to removal of any of its deployed personnel. All documents provided to the contractor for any work and copies thereof shall at all times be DGA (CE) office's property. No, document or copies handed over to the contractor shall be considered to be transferred to the contractor or shall be construed as the contractor's property at any time. The contractor and his personnel shall maintain secrecy of all documents of the O/o the DGA (CE), New Delhi. The contractor's personnel shall not disclose to any unauthorized person either during or after their employment any information disclosed by such documents. The contractor's personnel shall not communicate to public or to any third party, any information or document, official or otherwise, relating to the office. On completion of the work, the contractor and his personnel undertake to return all documents, files, books, papers, memos etc. or any other property in the possession of the contractor, his personnel or under their control back to the O/o the DGA (CE), New Delhi and no documents, copies thereof its contents or any other property and information shall leave the premises of O/o the DGA (CE), New Delhi under any circumstances. Rights of O/o the DGA (CE), New Delhi, any breach of this clause on the part of the Contractor and his personnel shall give rise to a cause for immediate termination of this Contract. The contractor shall withdraw its Without prejudice to any other personnel without protest of demerit as and when notice for such removal is given by O/o the DGA (CE), New Delhi.

12. That the contractor shall keep O/o the DGA (CE), New Delhi both during and after the term of this agreement fully and effectively indemnify against any loss or damages caused to the property of the office by the workers provided by the contractor during performance of the jobs as per this contract. The loss or damage caused shall be made good by the contractor at its own cost and in case he fails to make good the loss, the same shall be recovered from any money payable to him by O/o the DGA (CE), New Delhi.

13. That the contract can be terminated by either side upon giving 30 days' notice in advance in writing except in the event of failure of providing services on the part of contract or in which event the agreement shall be terminated without giving any notice whatsoever and O/o the DGA (CE), New Delhi shall not be responsible for any payments thereafter. The decision of O/o the DGA (CE), New Delhi authorizes as to what constitutes failure of the services shall be final and binding on the Contractor and shall not be questioned by the contractor in any manner. The contractor shall not sub contract any and/or all of the work under this agreement. The Contractor shall not, except with the previous consent in writing from O/o the DGA (CE), New Delhi assign the agreement or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the agreement. The invalidity or unenforceability of any one or more provisions contained in the agreement shall not affect the validity or enforceability of the remaining provisions of the agreement or part thereof. This agreement is

s an entire agreement of the parties and supersedes all prior agreements, writings, understandings and negotiations of the parties with respect to the contents hereof. This agreement may be amended only by means of writing signed by the parties. Subject to the specific restriction on assignment contained in this agreement, this agreement shall be binding upon and insure to the benefits of the successors or legal assign of the parties.

14. That in the event of any question, dispute/difference arising under this contract or in connection therewith the same shall be referred to the sole arbitration of the O/o the DGA (CE), New Delhi or his nominee and the award of the Arbitrator shall be final and binding on the parties to that contract.
15. That this service contract shall be subject to the courts of law in Delhi/New Delhi only.
16. The contract may be extended up to Two (02) years in two stretches of One (01) year each on same terms & conditions of the contract and on mutual consent between O/o the DGACE and the bidder.
17. No bidding firm will be allowed to withdraw their bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, their EMD will be forfeited.
18. The bidder has to add whatever cost is required only in service charge; Apart from service charge quoted in financial bid, the contractor will not be entitled to any payment, whatsoever, in the form of Registration fees, Entry fees, Uniform/I card fees etc. If any such attempts come to the notice, the contract would be canceled and the contractor would be debarred from future tendering.
19. Duly constituted committee shall first open and evaluate Technical Bids. Price Bids of only those bidders shall be opened whose technical bids are found to be in order as per terms and conditions of the tender.
20. The bidders, who quote unrealistic rate of service charges as per Govt. orders/issued by the Govt. shall be debarred for further consideration.
21. The payment to workers shall not be reduced as prescribed under rules, Failure by contractor would invite action under relevant civil or/and criminal provisions.
22. The contractor shall be liable to provide services of workers on all days of the week as per requirement of O/o the DGA (CE), New Delhi .
23. The contractor should provide a substitute in case of absence/on leave of any worker.
24. That the attendance register of the workers shall be properly maintained by the Contractor and shall be subject to scrutiny and inspection by the O/o the DGA (CE), New Delhi as and when, considered necessary. In case the number of workers put on job by the Contractor is found lesser on any day, the amount payable to the contractor shall be deducted proportionately. The Contractor shall not change his workers without prior permission of the O/o the DGA (CE), New Delhi; otherwise, the tender may be cancelled.
25. For whatsoever reasons if a demand is made by O/o the DGA (CE), New Delhi for additional manpower during the currency of the contract, the contractor shall be under an obligation to supply the same at the accepted rates, terms & conditions of the contract.
26. That the contractor shall intimate this office in advance the names, parentage, valid ID, Bank A/c, residential and permanent address, age etc. of the persons deployed for this purpose and shall also keep this office informed of the changes in the residential address of all such persons as and when the same takes place during the currency of this contract.
27. That for the purpose of this contract, addresses of the parties shall be as Director (Admn.), O/o DGA (CE), New Delhi-110002 and all correspondence and notice in relation to the present contract sent to parties, at these addresses shall be deemed to be sufficient for serving notices on the parties. All such notices as well as bill, reports etc., shall be addressed to the parties at such addresses.
28. The Contractor should ensure ESI Card and proper EPF Account number to the worker/labour employed in O/o the DGACE. In this regard a bimonthly report should be submitted to the O/o the DGACE.
29. For skilled worker like Driver, Steno, Clerk, Cook, Halwai, Asst. Halwai etc. the proper license/certificate and any other required documents as prescribed by the Govt. or requirement of the job should be furnished by the Contractor.
30. In case of Cook, Halwai, Asst. Halwai and the staff of the Canteen and Guest house the annual medical certificate will be submitted by the Contractor.
31. In case of Driver the annual eye check up report and annual medical certificate will be submitted by the Contractor.
32. Time to time the training should be imparted to the Unskilled/Semi skilled/Skilled employee by the Contractor on their own cost and a report alongwith certificate in this regard should be submitted to this office on annual basis.
33. Penalty clause will be governed by this office as per clauses governed by GeM portal.

34. O/o the DGA (CE), New Delhi may seek clarification/original documentary evidence on any of the submitted documents at any point during the evaluation. Bidders may have to submit supporting documents if required during the evaluation.
35. O/o the DGA (CE), New Delhi may independently verify the claims made by the bidder in the technical bid, if required. O/o the DGA (CE), New Delhi reserves the right to reject any Technical proposal in case the bidder fails to satisfy any of the condition mentioned in the Technical Criteria during the evaluation.
36. Conditional bids shall NOT be accepted and shall be rejected at first stage.
37. O/o the DGA (CE), New Delhi may at any time during the period of Engagement, by a written order given to the Bidder, make changes within the general scope of the Engagement.
38. At any time prior to the last date and time for receipt of bids, the O/o the DGA (CE), New Delhi, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
39. The amendment will be notified by O/o the DGA (CE), New Delhi and binding on all bidders.
40. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the O/o the DGA (CE), New Delhi may, at its discretion, extend the last date for the receipt of Bids.
41. This bid documents submitted by respective bidder is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting a Non-Disclosure Agreement (NDA). Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose. Bidder has to submit a non-disclosure agreement.
42. The contracting agency shall maintain all statutory registers as required by the Law. The agency shall produce the same, on demand, to the concerned authority of the O/o the DGA (CE), New Delhi or any other authority under Law.
43. The bidder will be bound by the details furnished by it to the O/o the DGA (CE), New Delhi while submitting the bid or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of the contract.
44. The contracting agency shall be responsible for payment of maternity benefit to the individual employee deployed under the contract and who are eligible for payment of such benefits under the provisions of the Maternity Benefit Act, 1961. O/o the DGA (CE), New Delhi shall reimburse the benefits paid by the contracting agency to the employee concerned subject to the fulfillment of the eligibility criteria. The date of commencement of the contract or the actual deployment of the individual employee, whichever is later, shall be treated as the starting date for calculating the qualifying period under Section 5(2) of the Maternity Benefit Act, 1961.
45. It shall be considered that the bidder has read and understood all the T&Cs of the bid document alongwith the Scope of Work and Buyer Added Bid Specific ATC while participating in the bid. Future objections of any of the conditions of the bid related ATC will not be entertained by the office.
46. Each paper of bid documents should be signed and duly ink stamp by the bidder.
47. It is mandatory that the check list should be duly filled with proper due & diligence shall be submitted as a single pdf named "Check List".

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CHECK LIST

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Sl. No.	Particulars	File name/ Sl. No. of PDF copy	
1	Name and Address of the Firm/Organization		
2	Name of the Proprietor/Partner/Directors		
3	<u>Contact Details</u>		
a)	Land Line No.		
b)	Mobile Phone No.		

c)	E-mail Id		
4	Name of the Primary Contact Person with mobile number		
5	PAN Card No. (Enclose Copy) (See condition no. 5)		
6	Valid GST Registration No. (Enclose Copy) (see condition no. 5)		
7	EPF No. ( Enclose Copy) (See condition no. 5)		
8	ESI No. (Enclose Copy) (See condition no. 5)		
9	Labour license Registration (Minimum 80 manpower) (Enclose Copy) (See condition no. 9)		
10	No. of years of relevant experience (Minimum 05 years) (Enclose Copy) (See condition no. 7)		
11	Average Annual Turnover of Rs. 05 Crores for last 03 years (Copy of Audited Financial Statements for last 03 years) (See condition no. 8)		
12	No. of manpower on roll as on 31.03.2024 (Minimum 80 manpower) enclosed copy of EPF, ESIC Challan (See condition no. 10)		
13	MSME Certification (Enclose Copy) (See condition no. 11)		
14	NSIC Certification (Enclose Copy) (See condition no. 11)		
15	ISO 45001 (IAF), 27001:2008, 9001:2015 Certification (Enclose Copy) (See condition no. 11)		
16	Copy of undertaking on stamp paper of Rs. 100 (Duly notarized) regarding, minimum wages, firm is not blacklisted, retention of existing employee/manpower working in this office (Compulsory attached) (See condition no. 12)		Copy attached Yes / No (please tick)
17	Name of person alongwith mobile number who may attend pre-bid meeting		
18	Site Visit Certificate (Enclose copy) (See condition no. 24)		

I have read the terms and conditions of the Tender Notice along with its Check List carefully. (If any facts found wrong during or after the contract I am solemnly responsible for that and liable to cancel the contract)

Name of the Authorised Signatory

Signature

Seal/Stamp

2.12 *Buyer Added Bid Specific ATC:*

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

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

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