अनुबंध|Contract

अनुबंध क्रमांक|Contract No: GEMC-511687744129416
मूल अनुबंध क्रमांक|Original Contract No : GEMC-511687795470127
अनुबंध तिथि|Contract Generated Date : 09-Jun-2024
बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: GEM/2023/B/3382225

संगठन विवरण|Organisation Details

प्ररूप|Type :	Central Autonomous
मंत्रालय|Ministry :	Ministry of Education
विभाग|Department :	Department of School Education and Literacy
संगठन का नाम|Organisation Name :	KENDRIYA VIDYALAYA SANGATHAN
कार्यालय क्षेत्र|Office Zone:	KV VSN NAGPUR

खरीदार विवरण|Buyer Details

पद|Designation :	UDC
संपर्क नंबर|Contact No. :	0712-2512682-
ईमेल आईडी|Email ID :	buyer-1123@kvs.gov.in
जीएसटीआईएन|GSTIN :	-
पता|Address :	Near Satpuda Botanical Garden, Seminary Hills, Nagpur, NAGPUR, MAHARASHTRA-440007, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:	Chairman
वित्तीय अनुमोदन का पदनाम| Designation of Financial Approval :	Chairman

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role:	PAO
भुगतान का तरीका| Payment Mode:	Offline
पद|Designation :	PGTChemistry
ईमेल आईडी|Email ID :	p.authority-1123@kvs.gov.in
जीएसटीआईएन|GSTIN :	-
पता|Address:	Near Satpuda Botanical Garden, Seminary Hills, Nagpur, Nagpur, MAHARASHTRA-440007, India

परेषिती विवरण|Consignee Details

क्र.सं.|S.No	परेषिती नाम & पता|Consignee Name & Address	सेवा विवरण|Service Description
1	संपर्क|Contact : 0712-2512682- ईमेल आईडी|Email ID : santosh.mishra99@kvs.gov.in जीएसटीआईएन|GSTIN : - पता|Address : Near Satpuda Botanical Garden, Seminary Hills, Nagpur, NAGPUR, MAHARASHTRA-440007, India	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Sweeper
		Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Mali/Gardner Helper

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रेता आईडी|GeM Seller ID :	2022190000779548
कंपनी का नाम|Company Name :	S D INTELLIGENCE SECURITY
संपर्क नंबर|Contact No. :	09923777323
ईमेल आईडी|Email ID :	chandu.bsf@gmail.com
पता| Address :	SHOP NO FF27 NIT COMMERCIAL COMPLEX SITABULDI NAGPUR,NIT COMMERCIAL COMPLEX ,SITABULDI NAGPUR,SITABULDI NAGPUR,NAGPUR, Nagpur, MAHARASHTRA-440012, -
एमएसएमई सत्यापित|MSME verified :	Yes
एमएसएमई पंजीकरण संख्या|MSME Registration number :	UDYAM-MH-20-0041043
एमएसई सामाजिक श्रेणी|MSE Social Category :	OBC
एमएसई लिंग श्रेणी|MSE Gender :	Male
जीएसटीआईएन|GSTIN:	27ABUPW2175R2ZB (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): 02-Jul-2024 **सेवा समाप्ति तिथि|Service End Date :** 31-Jul-2024

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	8	3.85
Experience	3 to 7 Years		
Specialization for PG	Not Applicable		
Educational Qualification	Not Required		
District	NA		
List of Profiles	Sweeper		
Post Graduation	Not Required		
Zipcode	NA		
Type of Function	Others		
Specialization	Not Required		

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

((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (I NR 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)+Option al Allowances 3 (INR per day))*Number of working days in a month)*1.18 + (Perce ntage of Service charge inclusive of GST*(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)/100)*Number of Resources to be hired*Tenure/ Duration of Employment (in months))

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	220063.83
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	220063.83

अतिरिक्त जानकारियां|Additional Details

- Title for Optional Allowances 1 :

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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
Educational Qualification	Not Required	2	3.85
Specialization	Not Required		
List of Profiles	Mali/Gardner Helper		
Post Graduation	Not Required		
Zipcode	NA		
Skill Category	Semi-skilled		
Experience	3 to 7 Years		
Type of Function	Others		
District	NA		
Specialization for PG	Not Applicable		

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

((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (I NR 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)+Option al Allowances 3 (INR per day))*Number of working days in a month)*1.18 + (Perce ntage of Service charge inclusive of GST*(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)/100)*Number of Resources to be hired*Tenure/ Duration of Employment (in months))

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	46707.3
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	46707.3

अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)	**266771.13**

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 HiringAgency/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

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

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed

2. ServiceProvider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, permitted assignees, successors and nominees as described in the agreement

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

4 Terms & Conditions:

4.1 Buyer's Obligations:

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

4.2 Service Provider's Obligations:

i. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.
ii. The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.
iii. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 & shall get reimbursed from the buyer.
iv. The service provider/contractor shall be responsible for paying proportionate gratuity to contract labour who have rendered continuous service as per the provisions of the Payment of Gratuity Act, 1972
v. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
vi. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
vii. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
viii. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
ix. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
x. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
xi. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
    a. List of persons deployed (monthly)
    b. Biodata/ resume with antecedents' details (at the time of deployment)
    c. Copy of Aadhaar Card of the candidates (at the time of deployment)
    d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
    e. Identity proof and residential proof (at the time of deployment)
    f. Copy of police verification certificate (at the time of deployment)
    g. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
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 deployedupon 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. No advance payment shall be made to the Service Provider.

v. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.

vi. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.

vii. 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.

viii. All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.

ix. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made.

x. 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.

xi. Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal

xii. 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

S. No.	Description	Deductions		
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
		1st Instance	**2nd Instance**	**3rd Instance**
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, 1day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 daywages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
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"
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)

8.2 Total: -

"tcv" = (d * 1.18 + d * sc / 100) *nd * 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 Constructions 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. **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 :** as per ATC
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 :** as per ATC
3. **Geographic Presence: Office registration certificate :** Nagpur
4. **Scope of work & Job description :** click here
5. **Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act :** click here

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

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

ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें|Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, **conditions stipulated to this Product/Service as provided in the Marketplace.**

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 ***Generic***
OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

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

2.3 ***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.

2.4 ***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.

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

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

2.6 *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

KV VSN VVN ACCOUNT NAGPUR
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.

2.7 *Generic*
The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The services for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST :

0
%
Notification No.and date :
Notification No. 12/2017- Central Tax (Rate) New Delhi, the 28th June, 2017
dated
28/06/2017

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

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