

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687702092383

अनुबंध तिथि | Contract Generated Date : 19-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4994191](#)

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|--|--|
| प्रकार Type : Judiciary bodies मंत्रालय Ministry : Ministry of Law and Justice विभाग Department : District & Sessions Judge संगठन का नाम Organisation Name : N/A कार्यालय क्षेत्र Office Zone : District Court Shravasti at Bhinga | पद Designation : COURT MANAGER संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer5.dsj.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : District Court Shravasti at Bhinga Near Eidgah Tiraha, SHRAWASTI, UTTAR PRADESH-271831, India |

| वित्तीय स्वीकृति विवरण Financial Approval Detail | भुगतान प्राधिकरण विवरण Paying Authority Details |
|---|--|
| आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: DISTRICT JUDGE वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: DDO | Role: BUYER भुगतान का तरीका Payment Mode: Offiine पद Designation : COURT MANAGER ईमेल आईडी Email ID : buyer5.dsj.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: District Court Shravasti at Bhinga Near Eidgah Tiraha, Shrawasti, UTTAR PRADESH-271831, India |

| प्रेषिती विवरण Consignee Details | | |
|------------------------------------|--|---|
| क्र.सं. S.No | प्रेषिती नाम & पता Consignee Name & Address | सेवा विवरण Service Description |
| 1 | संपर्क Contact : 05250-222501- ईमेल आईडी Email ID : con42.dsj.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : District Court Shravasti at Bhinga Near Eidgah Tiraha, SHRAWASTI, UTTAR PRADESH-271831, India | Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Sweeper |

| सेवा प्रदाता विवरण Service Provider Details | |
|---|--|
| जेम विक्रेता आईडी GeM Seller ID : VRTT220005486359 कंपनी का नाम Company Name : SUNRISE TAKNIKI EVAM PRABANDHAN PRASHIKSHAN SANSTHAN संपर्क नंबर Contact No. : 09452473782 ईमेल आईडी Email ID : sitm.up46@gmail.com पता Address : 0,GILAUULA BAZAR,GILAUULA, Shrawasti, UTTAR PRADESH-271835, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 09AAMAS2056D1ZG (R) | |

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

सेवा विवरण | Service Details

| | |
|--|--|
| सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 21-Jun-2024 | सेवा समाप्ति तिथि Service End Date : 31-Mar-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 | |
| Type of Function | Others | |
| List of Profiles | Sweeper | |
| Educational Qualification | Not Required | |
| 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 | 410 | 4 | 3.85 |
| Bonus (INR per day) | 34.15 | | |
| EDLI (INR per day) | 2.05 | | |
| EPF Admin Charge (INR per day) | 2.05 | | |
| 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) | 13.33 | | |
| Provident Fund (INR per day) | 49.2 | | |
| Number of working days in a month | 26 | | |
| Tenure/ Duration of Employment (in months) | 9 | | |
| 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)+Optio nal 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)) | | | |
| ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR) | | | 582552.76 |
| कुल ऐडऑन मूल्य Total Addon Value(INR) | | | 0 |
| ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR) | | | 582552.76 |
| अतिरिक्त जानकारी Additional Details | | | |
| <ul style="list-style-type: none"> • Title for Optional Allowances 1 : 0 • Title for Optional Allowances 2 : 0 • Title for Optional Allowances 3 : 0 • Designation : SAFAYI KARMI | | | |
| अनुबंध की राशि Amount of Contract | | | |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR) | | | 582552.76 |
| एसएलए विवरण SLA Details | | | |
| Service Level Agreement | | | |
| Manpower Outsourcing Services – Minimum Wage Based | | | |
| 1 Agreement Overview | | | |
| <p>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.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>I. General terms and conditions for Services;(“GTC”)</p> <p>II. Service Specific Standard Terms and Conditions (“STC”) of the Services contracts shall include the service level agreement (SLA) for the service.</p> <p>III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.</p> <p>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.</p> | | | |
| 2 Objectives and Goals | | | |
| <p>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:</p> <p>I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</p> <p>II. Present a clear, concise, and measurable description of services offered to the Buyer</p> <p>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</p> <p>IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</p> <p>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.</p> | | | |
| 3 Parties to the Agreement | | | |
| <p>The main stakeholders associated with this agreement are below-</p> <p>1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</p> <p>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</p> <p>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.</p> | | | |
| 4 Terms & Conditions: | | | |
| 4.1 Buyer's Obligations: | | | |
| <p>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.</p> | | | |

- 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 resources of the previous/existing service provider, then the new service provider is required to retain those resources as mentioned in the bid document. In such case, the Buyer shall be responsible for ensuring compliance with eligibility requirements of those resources as per the contract. Further, it is the buyer's responsibility to provide requisite documentation & other details pertaining to EPF, ESIC, etc. required for onboarding of such resources with the new service provider. Police verification of such retained resources, if required, will be the responsibility of buyer. The new service provider will not charge anything from the retained resources for onboarding on their payroll.

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 | Warning/ counselling of employee as decided by the Buyer depending on the | Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the | Cancellation of the contract with cancellation charges @ 10% of the order |

| | | | | |
|------------|---|---|---|---|
| | for disobedience/ misconduct | gravity of the act Deductions | Buyer and Warning to Service Provider depending on the gravity of the act | value |
| 5. | Description | | | |
| No. | | 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, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value | Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value | Cancellation of the contract with cancellation charges @ 10% of the order value |
| 6 | If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace | Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act. | Cancellation of the contract with cancellation charges @ 10% of the order value | - |
| 7 | Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share) | Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days | Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer | Cancellation of the contract with cancellation charges @ 10% of the order value |

6 Payment Terms

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

7 Undertaking

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

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

8 Formula Used

8.1 Cumulative Cost (Daily): -

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

Where,

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

"pf" = Provident Fund (INR Daily)

"edli" = EDLI (INR Daily)

"esi" = ESI (INR Daily)

"bonus" = Bonus (INR Daily)

"admin" = EPF Admin Charge (INR Daily)

"nm1" = Optional Allowance 1 (INR Daily)

"nm2" = Optional Allowance 2 (INR Daily)

"nm3" = Optional Allowance 3 (INR Daily)

"m" = Cumulative Cost (INR Daily)

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

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

8.2 Total: -

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

Where

"tcv" = Total Contract Value

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

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

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

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

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

Annexure - 1

- The Minimum Wages Act, 1948
- The Payment of Wages Act, 1936
- The Payment of Bonus Act, 1965
- The Equal Remuneration Act, 1976
- The Trade Unions Act, 1926
- The Industrial Employment (Standing Orders) Act, 1946.
- The Industrial Disputes Act, 1947
- The Weekly Holidays Act, 1942
- The Factories Act, 1948
- The Plantation Labour Act, 1951
- 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. Scope of work & Job description : [click here](#)
2. Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required : [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](#)

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

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

ईपीबीजी विवरण | ePBG Detail

| | |
|---|----|
| सलाहकार बैंक Advisory Bank : | NA |
| ईपीबीजी प्रतिशत (%) ePBG Percentage(%): | NA |

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

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

2.2 Generic

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

2.3 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.

2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). 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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

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 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.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Buyer Added text based ATC clause

Bidder must upload following documents as well in addition to the terms and conditions mentioned in the bid documents.

1-Bidder must upload an EFT mandate on the prescribed format.

2-Bidder must upload an integrity pact on prescribed format duly signed and stamped.

3- Bidder must submit an undertaking on financial standing, court receivership an no bankruptcy.

4- Bidder must upload an undertaking regarding restrictions on procurement form a bidder of a country with shares a land border with India.

5- Bidder must upload ISO 9001-2015 certification.

6- All documents uploaded should be duly signed and self-certified.

7- Bid is liable to be rejected falling to abide by any of the conditions as mentioned in ATC

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

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