

<p>Organisation Details</p> <p>Type: Central Autonomous Ministry: Ministry of Electronics and Information Technology Department: NA Organisation: National Institute of Electronics and Information Technology - Name: NIELIT (formerly DOEACC Society) Office Zone: Dwarka</p>	<p>Buyer Details</p> <p>Designation: Purchase Officer Contact No.: -9013336075- Email ID: ramesh@nielit.gov.in GSTIN: 07AAATD0315M2ZY Address: NIELIT Bhawan Plot 3, PSP Pocket, Institutional Area, Sector 8 Dwarka, SOUTH WEST DELHI, DELHI-110077, India</p>
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<p>Financial Approval Detail</p> <p>IFD Concurrence: No Designation of Administrative Approval: Chairman, MB, NIELIT (Secretary, MeitY) Designation of Financial Approval: Chairman, MB, NIELIT (Secretary, MeitY)</p>	<p>Paying Authority Details</p> <p>Payment Mode: Internet Banking Designation: Joint Director Email ID: chaman@nielit.gov.in GSTIN: - Address: Electronics Niketan, 6 CGO Complex, Lodhi Road New Delhi 110003, CENTRAL DELHI, DELHI-110003, India</p>
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Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-24308300-413 Email ID: rahul@nielit.gov.in Address: NIELIT Bhawan Plot 3, PSP Pocket, Institutional Area, Sector 8 Dwarka, SOUTH WEST DELHI, DELHI-110077, India	Security Manpower Service - Security Guard Male Security Manpower Service - Armed Security Guard

Service Provider Details	
GeM Seller ID:	BFCB180000111431
Company Name:	M S VIGILANT SECURITY PLACEMENT DETECTIVE SERVICES PRIVATE LIMITED
Contact No.:	09311358585
Email ID:	VIGILANTINDIAVIGILANTINDIA@GMAIL.COM
Address:	P-23,OLD DOUBLE STOREY,DAYANAND COLONY,LAJPAT NAGAR-IV, SOUTH DELHI, DELHI-110024, -
MSME verified:	Yes
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AADCM0029R1Z9 , 07AADCM0029R1Z9

*GST / Tax invoice to be raised in the name of - Buyer

Service Details	
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Contract Start Date : 07-Apr-2021 **Contract End Date :** 06-Apr-2022

Service	Quantity (Personnel Needed)	Unit Price Other Charges Including Allowances over and above Minimum Wage inclusive of GST(% Per Month)	Total Amount (Formula) (((Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR*Number of Service Days in a Month)+((Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR*Number of Service Days in a Month)*(0.18))+((Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR*Number of Service Days in a Month*Other Charges Including Allowances over and above Minimum Wage inclusive of GST(% Per Month)/100))*(Contract Period/30)*Personnel Needed)
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<u>Security Manpower Service - Security Guard</u>			
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Male

Billing Cycle : 30 day

Category Name :

Security Manpower

Service

zipcode : NA

Working Days in a

Week : 7

district : NA

Category of

4

0.010

1,279,606

Personnel : Security Guard Male Buyer Parameter & Add-ons : Number of Service Days in a Month : 30 Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR : 753			
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Service	Quantity (Personnel Needed)	Unit Price Other Charges Including Allowances over and above Minimum Wage inclusive of GST(% Per Month)	Total Amount (Formula) (((Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR*Number of Service Days in a Month)+((Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR*Number of Service Days in a Month)*(0.18))+((Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR*Number of Service Days in a Month*Other Charges Including Allowances over and above Minimum Wage inclusive of GST(% Per Month)/100))*(Contract Period/30)*Personnel Needed)
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Security Manpower Service - Armed Security Guard Billing Cycle : 30 day Category Name : Security Manpower Service zipcode : NA Working Days in a Week : 7 district : NA Category of Personnel : Armed Security Guard Buyer Parameter & Add-ons : Number of Service Days in a Month : 30 Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR : 821	4	0.010	1,395,161.4
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Total Amount Including All Duties and Taxes in INR	2,674,767.4
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SLA Details - Security Manpower Service - Armed Security Guard

<p> </p><p> SERVICE STC</p><p> SPECIAL TERMS AND CONDITIONS FOR </p><p> SECURITY MANPOWER SERVICE</p> PREAMBLE <p>A. All Security Man Power Service contracts placed through GeM shall be Governed by following set of Terms and Conditions:</p><p>(i) General terms and conditions for Goods and Services;</p><p>(ii) Service STC contained in this document;</p><p>(iii) BID / Reverse Auction specific ATC</p><p>B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service STC which supersede GTC - only in case of any conflicting provisions.</p><p>C. The above set of conditions along with Scope of service including price as enumerated in the Contract Document shall be construed to be part of the contract.</p><p>D. This document represents a Special Terms and Conditions ("STC") governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.</p><p></p><p>2. STAKEHOLDERS</p><p>The main stakeholders associated with this STC are:</p><p>i. Buyer</p><p>ii. Service Provider</p><p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses Service Level Agreement/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the document.</p><p></p><p>The objective of SLA is to ensure that proper elements and commitments are defined to provide consistent delivery of service to buyer by service provider. The goals of the SLA are to Provide clear reference to service ownership, accountability, roles and/or responsibilities Present a clear, concise and measurable description of service provision to the customer and Establish Terms and Conditions for all the involved stakeholders and ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.</p><p></p><ol start="3"> SCOPE OF SERVICE<p>The purpose of this service is to facilitate implementation of Security Measures at the Buyer's premises. The service provider would provide required equipment and personnel for the mentioned shifts as per the requirements of the buyer</p><p></p><p></p>The following indicate the different roles in the security services for which hiring can be done and the qualifications and experience required for the service persons .Buyer organizations are required to indicate number of working days in a week such as 5 ,6 or 7 and event based .The contract start and end date is to be

indicated along with number of service days in a month and minimum wages per shift inclusive of E PF ESI and Administration charges etc

Role and Responsibilities	Desired Qualifications	Responsibilities	Security	Consultant
Should be in a position to organize the security force, suggest improvement in all matters of policy in respect of security as an adviser.	Should be in a position to analyze security needs, identify possible security threats, establishing necessary security parameters; and deciding on the best security measures available and organizing the security force. Should also be having knowledge regarding fire fighting operations	Minimum Experience of 3 years	Should be minimum a Graduate	Overall responsible for all security, vigilance, Firefighting activities and related documentation
Establishing security protocols and policies, as well as designing security plans to protect the client's assets,	Creating a set of rules and security standards; designing policies to protect the client's interests,	Implementing security measures, providing technical supervision and advice as required.	Availability shall be as per needs and mutually decided by the organization hiring consultant	Security Supervisor
Should have knowledge of security related matters ,industrial safety ,fire fighting and allied functions	Should be able to exercise command and control over the security personal deployed	Physical standards and medical fitness as per PSARA Act and Rules	Should be minimum 12 th Pass	Should have knowledge of English, Hindi & Local Language
Experience of 5 years	Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties	Should be able to carry out or supervise protocol activities of receiving, escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when required	Should be available in general shift on All working days	EX Service Man Security Supervisor
Should be a retired JCO or Equivalent from Army, Navy ,IAF, Paramilitary Forces, Central Police Forces	Should have knowledge of security related matters ,industrial safety and allied functions	Should be able to exercise command and control over the security personal deployed	Physical standards and medical fitness as per PSARA Act and Rules	Should be minimum 12 th Pass
Should have knowledge of English, Hindi & Local Language	Experience of 5 years	Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties	Should be able to carry out or supervise protocol activities of receiving, escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when required	Should be available in general shift on All working days
Armed Security Guard Male	Should have a valid gun license	Should have knowledge of Security related matters	Good physique and personality	fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules
Minimum 10 th pass	Should have knowledge of Hindi or English and local language	Minimum Experience 3years	Working shifts round the clock.	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
The duties of a private security guard are to provide private security to another person or property or both,	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.	To bring to the notice of his supervisor the violation of any law noticed by him during the course of discharge of his duties.	Armed Security Guard Female	Should have a valid gun license
Should have knowledge of Security related matters	Good physique and personality	fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules	Minimum 10 th pass	Should have knowledge of Hindi or English and local language
Minimum Experience 3 years	Working shifts round the clock.	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.	To provide private security to another person or property or both,	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties	Ex-Service Man Armed Security Guard	Should be a retired NCO or other rank from Army, Navy, Air Force ,Paramilitary forces or Central Police Forces	Should have valid gun licence	Should have knowledge of security related matters ,industrial safety and allied functions
Good physique and personality	fulfilling requirements of Physical standards and medical fitness as per PSARA Act and Rules	Should be minimum 10 th Pass	Should have knowledge of Hindi or English and local language	Experience of 3 years
Work in shifts round the clock	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.	To provide private security to another person or property or both,	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
Ex-Service Man unarmed security Guard	Should be a retired NCO or other rank from Army, Navy, Air Force ,Paramilitary forces or Central Police Forces or State Police Forces	Should have knowledge of security related matters ,industrial safety and allied functions	Good physique and personality	fulfilling requirements of Physical standards and medical fitness as per PSARA Act and Rules
Should be minimum 10 th Pass	Should have knowledge of Hindi or English and local language	Experience of 3 years	Working shifts round the clock.	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
To provide private security to another person or property or both,	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties	Un Armed Male Security Guard	Should have knowledge of Security related matters, industrial safety and allied Functions
Preference will be given to a person who has served in police and Home Guards	Minimum 10 th pass	Should have knowledge of Hindi or English and local language	Good physique and personality	fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules
Minimum Experience 3 years	Working shifts round the clock.	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.	To provide private security to another person or property or both,	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.
To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties	Un Armed Lady Security Guard	Should have knowledge of Security related matters, industrial safety and allied Functions	Preference will be given to a person who has served in police and Home Guards	Minimum 10 th pass
Should have knowledge of Hindi or English and local language	Good physique and personality	fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules	Minimum Experience 3 year	Should be available on all working days. However it should be ensured that they are given weekly offs and shifts are rotated
Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.	To provide private security to another person or property or both,	To		

render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.

To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties

Baggage Inspector

Should have knowledge about Baggage screening procedures and experience using baggage screening equipments.

Fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules

Minimum 12th pass

Should have knowledge of Hindi or English and local language

Minimum experience 1 year

Work in shifts round the clock

To undertake screening of bag or packages and articles being brought in to the premises

To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed

To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties

Fire Guard

Back ground and experience of firefighting ,fire safety and handling emergency management

Minimum 10th pass

Should have knowledge of Hindi or English and local language

Minimum experience 1 year

Fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules

Work in shifts round the clock

Overall responsible for all operations related to firefighting , conforming to fire safety regulations ,checking preparedness of premises for fire fighting ,vigilance including maintenance of documents

CCTV Operator

Back ground of surveillance and monitoring through CCTV systems

Knowledge of security procedures and protocols

Minimum 12th pass

Should have knowledge of Hindi or English and local language

Minimum experience 3 years

Work in shifts round the clock

overall responsible for all CCTV surveillance security ,vigilance including maintenance of documents related to CCTV operations

PSO

with a valid license

He/ She should be in possession of a suitable weapon with valid license

He/she should be adept in the use of fire arms, identification of different types of arms in use in public and Police, Use of security equipment and devices ,identification of explosive devices communication equipment ,unarmed combat and in administering first aid

Good physique and personality

fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules

Minimum 10th pass

Should have knowledge of Hindi or English and local language

Minimum experience 3 years

PSOs should be physically and mentally alert and willing to take risks

He/she should be adept in the use of fire arms, communication equipment ,unarmed combat and in administering first aid

Work in shifts round the clock

PSO cum Driver

He/ She should be in possession of a suitable weapon with valid license

He/she should have good driving skills and a valid driving license

Should have Back ground of surveillance and monitoring, defensive driving He/she should be adept in the use of fire arms, identification of different types of arms in use in public and Police, Use of security equipment and devices , identification of explosive devices, Expertise in communication equipment ,unarmed combat and in administering first aid

Good physique and personality

fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules

Minimum 10th pass

Should have knowledge of Hindi or English and local language

Valid driving license

Minimum driving experience 3 years

PSOs should be physically and mentally alert and willing to take risks

He/she should be adept in the use of fire arms, communication equipment ,unarmed combat and in administering first aid

Work in shifts round the clock

Guard cum Receptionist

Basic computer knowledge is preferred

Should have knowledge of Security related matters, industrial safety and allied Functions

Preference to a person who has served as a member in Army ,Navy, Air force and any other armed forces and Paramilitary forces of the Union ,Police and Home Guards

Good physique and personality

fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules

Minimum 10th pass

Should have knowledge of Hindi or English and local language

Minimum Experience 3years

Work in shifts rounds the clock

Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc and work in the reception also maintaining registers etc

Overall responsible for all security, vigilance including maintenance of documents

Guard Cum Driver

Should have knowledge of Security related matters, industrial safety and allied Functions

He/she should have good driving skills and a valid driving license

Good physique and personality

fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules

Minimum 10th pass

Should have knowledge of Hindi or English and local language

Minimum driving experience 3 years

Work in shifts round the clock

Should be a skilled driver

Should carry out functions of guard for the property or premises at times not performing function of driving vehicle

Security Marshal(Bouncer)

Should have knowledge of Security related matters, industrial safety, crowd control and allied Functions

Preference to a person who has served as a member in Army ,Navy, Air force and any other armed forces and Paramilitary forces of the Union ,Police and Home Guards

Good physique and personality

fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules

Minimum 10th pass

Should have knowledge of Hindi or English and local language

Minimum Experience 3years

Will patrol the whole campus for normal function.

Track any suspicious activity on the Field.

If a person is acting in a dangerous or Unseemly manner, the marshal's job is to warn that person and, if needed, eject them from the venue.

Additional responsibilities

In addition to roles and responsibilities indicated above following shall also be part of responsibilities of security man power.

(i). To Provide Security services for protection of life,. Security against theft, pilferage, fire etc for man and material in the premises .

(ii) Physical guarding of entry/exit points, Responsible for frisking/checking of the visitors during office hours and after , Screening /Directing of visitors .Visitor management in common and during special occasions .Guiding visitors to the concerned officials/occupants, regulating entry . Control the access of persons/vehicles in to and out of the complex and regulating entry of unwanted visitors/sales man and maintenance of visitor register.

(iii) Checking of gate passes , allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly. Records of the inwards and outwards movement of men and material's ,vehicles etc to be maintained with proper checking as per instructions given from time to time by the buyer organization.

(iv) Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites .Ensuring that boom barriers and access control systems are monitored and are in operational condition.

(v) Assisting the occupants during emergency evacuation of building .Effective involvement during the crisis management like accidents and bomb threats .Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and disasters

(vi) Rescue operation of passengers if stranded in lifts, Help occupants in any accidents or medical emergencies. Handling situation in case of fire

(vii) Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies

(viii) Lodging of Complaints/FIR in case of any crime or violence and assist the police and other security agencies in their investigation in any related matter.

Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security man power .

Terms and Conditions

4.1. Buyers obligations

(i) The Buyer Department will give basic familiarisation of the Security services required to be done by the personnel to be deployed by the Service Provider under the contract for 2 to 3 days in premises and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.

(ii) Buyer organization shall provide necessary infrastructure, Equipments such as X ray baggage screening if such screening is involved, furniture etc

for the security personnel to carry out their functions. However uniform, torches, lathi Arms, badges shall be provided by service provider

(iii) Deployment of security man power shall be with the concurrence of nominated official of buyer organization and nominated official shall be responsible for close co ordination with the service provider and shall monitor the activities performed by the service provider persons and will be responsible for its optimum utilization.

(iv) Buyer may calculate their requirement of resources based on 8 hours per shift. Example: For hiring security personnel for a month (30 Service Days) to offer the services for 24 hours on a 3 shift basis, the required number of resources would be 90 personnel for the month.

4.2. Service Provider Obligations

(a) **Employment of manpower by service provider:**

(i) Service provider providing the security services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as permitted to be employed in terms of Government rules and regulations in force.

(ii) Service provider shall employ only man power who has completed eighteen years of age and not above 65 years of age. Security agency shall only employ man power who satisfied the service provider about his character and antecedents and has completed the prescribed security training. Service provider shall only engage man power fulfilling such physical standards as may be prescribed in the PSARA 2005 and rules. Further man power shall satisfy any other conditions as may be prescribed in relevant rules.

(iii) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged by the service provider

(iv) Service provider, while employing a person shall give preference to a person who has served as a member in Army, Navy and Air force or other central paramilitary forces, Central Police forces, even for posts which are not specifically indicated as that of ex service man in the roles and responsibilities

(v) The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the department and buyer department shall ensure that the service provider complies with the provisions.

(vi) The service provider shall deploy his personnel only after obtaining the buyer department approval upon duly submitting g curriculum vitae (cv) and police verification details of personnel Buyer shall be informed at least one week in advance and service provider shall be required to obtain departments approval for all such changes along with their CVs

(vii) The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer, emergencies, exempted

(b) **Registers to be maintained by Service provider**

(i) Service Provider shall maintain a register containing name and addresses of the persons managing the private security agency, names, addresses, photographs and salaries of the security manpower and supervisors under its control and such other particulars as may be prescribed under PSARA act

(ii) Service provider will maintain a register on which day today employment of personnel with buyer organization will be entered and same will be countersigned by the authorized official of the buyer department. While raising bill the deployment particulars of the personnel engaged during the month, shift wise should be shown to buyer. Buyer organization may call for such information as it considers necessary from service provider.

(iii) 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.

Issue of photo identity card

Every security man power deployed by the service provider shall be issued a photo identity card, by the service provider.

The photo identity card shall be issued in such form as may be prescribed by the buyer organization and complying with PSARA Act and rules.

Every security man power shall carry on his person the photo identity card issued under and shall produce it on demand for inspection by the buyer organization or any other officer authorized by same.

(d) Requirements of Licenses

(i) Service provider shall be holding a valid license under the provision of **Private Security Regulations Act** (**PSARA**) providing for operation in the respective State or Union territory where services are being offered. Service provider shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services are valid during the entire period of the contract failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the service provider to the buyer on demand

(ii) The service provider shall comply with all the legal requirements for obtaining license under contract labor regulations and abolition act 1970 if any at his own part and cost. The requirement shall be depending up on the number of persons engaged for the organization in terms of the provisions of the relevant act.

(iii) The service provider shall maintain all statutory registers required to be maintained as per licence provisions under the law and shall produce same on demand to the buyer department or any other authority under the law.

(e) Training

(i) The Service Provider shall have his own Establishment/set up/mechanism/Training institute recognized under PSARA 2005 or have tie up with institutions recognized in terms of PSARA 2005 to provide training for security man power with them to ensure correct and satisfactory performance of his/her liabilities and responsibilities. Only such man power who have undergone training and holding certificate should be deployed under the contract, The training shall be for a minimum period as specified in the PSARA act and in terms of the detailed training syllabus as prescribed in the act. The ex-servicemen and former police personnel shall however be required to attend a condensed course only as per provisions in the PSARA act

(ii) It is not necessary that training is to be given after order is placed on service provider and requirement is that the deployed man power should have undergone training as per the requirements in PSARA act in the training institutes fulfilling requirements of the act and hold necessary document for same and if buyer ask for copy of necessary documents regarding having undergone training same shall be produced by service provider

(f) Reports

All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the buyer department

(g) Conduct of the security manpower deployed

(i) The security manpower shall not accept any gratitude or reward in any form

(ii) Under the terms of their employment agreement with the Service Provider the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.

(iii) The personnel engaged by service provider have to be extremely courteous with very pleasant mannerism in dealing with the Buyer Staff and should project an image of utmost discipline. Buyer Department shall have right to have any person removed in case of its staff complaints or as decided by representative of the Buyer Department if the person is not performing the job satisfactorily or otherwise. The Service Provider shall have to arrange suitable replacement in all such cases.

Security man power engaged by the Service Provider shall not take part in any staff union and association

The persons deployed shall, during the course of their work be privy to certain confidential documents and information which they are not supposed to divulge to third In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract

(h) Uniform and Badges

(i) Service provider shall ensure that all security man power shall put on arms badge distinguisher the Agency for which they are working, shoulder or chest badge to indicate his role or function. Man power employed as Security guards shall, have whistle attached to the whistle cord and to be kept in the left pocket., Shoes with eyelet and laces, headgear which may also carry the distinguisher mark of the service provider.

(ii) The clothes worn by the security man power while on active duty shall be such that they do not hamper in his efficient performance. In particular they will neither be too tight nor too loose as to obstruct movement or bending of limbs.

(iii) Every man power functioning as security guard will carry a notebook and writing instrument with him.

(iv) Every man power functioning as security guard while on active security duty will wear and display photo- identity card issued on the outer most garment above waist level on his person in s conspicuous manner.

(v) Parameters of the uniform shall conform to provisions of PSARA 2005.

l) Monitoring and Supervision by the service provider

(i) Service provider shall ensure that adequate supervision will be provided to ensure correct performance of the man power deployed in accordance with the prevailing assignment instructions agreed upon between the service provider and buyer organization. Even if security supervisor is not availed by the buyer organization service provider should keep track of performance of the staff deployed and give necessary support to ensure good performance.

(ii) The Service Provider will deploy supervisors as per the need given by the Buyer Department. The supervisor shall be required to work as per the instructions of Buyer Department.

(iii) The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been

mutually agreed upon between the two parties.

(iv) The Service Provider shall be responsible to maintain all property and equipment of the Buyer Department entrusted to it.

(v) The Service Provider shall nominate a coordinator 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.

(j) Working hours and Reporting Time

The personnel will have to report to the Buyer Department's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Buyer.

The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government. However, they have to work on holidays, if necessary and required based on demand of work.

In an event of deployed personnel availing leave and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with.

Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and.

Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between buyer and seller prior to deployment of manpower.

The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's. In case biometric system insisted same is to be made available by buyer and access to be provided to the security persons deployed by service provider.

The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

(k) Physical standards and Medical check up

(i) The security man power deployed shall be eligible for being engaged or employed if he or she fulfills the standards of physical fitness as specified in the PSARA Act 2005. Service provider is therefore required to ensure that all deployed man power fulfill the requirements specified in PSARA Act. Service provider Agency should get medical check-up of its staff at the time of their induction in the rolls of the agency to ensure their fitness for the job assigned and annual medical check-ups to be done as prescribed under PSARA. A record of the same shall be maintained in the personal file of the security personnel. In case buyer demands for a copy of medical fitness certificate at time of deployment to their organization same shall be given.

(ii) The security man power deployed should be free from evidence of any contagious or infectious disease. He or she should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.

(iii) 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.

(l) Applicable Leave

(i) In case of hired employees on annual-basis and 5 working days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis.

(ii) in case of services hired for all 7 days also it shall be ensured that service personnel's are given at least 4 holidays in a month.

(iii) The applicable casual leave is to be provided to the personnel and the payment for the applicable leave also shall be taken in to account for calculation of the payment to be made by the buyer.

(iv) 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 billed amount if no replacement is provided besides any penalty for not providing substitutes as indicated in SLA.

4.3 Special terms and conditions Applicable

(a) Legal Status

(i) The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has have registration for income tax.

(ii) The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

(iii) For all intents and purposes, 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 Department.

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.

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 employee or by the Service. The employees 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's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.

(b) Indemnity

(i) The Service Provider will not be held responsible for the damages/sabotage caused to the property of the Buyer Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.

(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 employee or by the Service Provider.

(iii) The employees 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's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.

(iv) The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

(c) Disclosure of Information related to services rendered

(i) Man power engaged by the Security man power service provider shall not divulge any information acquired by him or her during such employment with respect to the work which he or she has been assigned to anyone other than the buyer organization or to such person as the buyer organization directs. However such disclosure as may be required under PSARA Act or in connection with any inquiry or investigation by the police or as may be required by an authority or process of law shall be exempted from this.

(ii) All security man power engaged by the service provider shall however render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that agency.. If violation of any law is noticed by any security man power during the course of discharge of duties, he r she shall bring it to the notice of s superior, who in turn shall inform the police either through buyer or service provider or on his own.

Ownership and retention of Material: (i) Buyer shall own the material and documents provided to the Service Provider if any in connection with performance of this contract. Service Provider shall not, without the prior written consent of buyer store, copy, distribute or retain any material or Documents.

Service Provider shall, upon termination of this agreement for any reason, or upon demand by buyer, whichever is earliest, return any and all material and information provided to Service Provider by buyer, including any copies or reproductions, both hardcopy and electronic.

The Service Provider or man power provided shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer.

Changes: Nodal officer of the buyer or any other authorized official shall be competent to ask for any changes in the scope of work. Buyer is entitled to increase the quantum of order regarding number of man power by 25% and similarly shall be competent to reduce the man power also by 25%.

Transportation: The responsibility of arranging commutation for the man power and transportation of any items which are in the scope of service provider and requiring the transportation shall be responsibility of service provider.

Insurance requirements: Service provider shall be responsible for any insurance requirements for the man power deployed regarding accidents etc. No claim for any compensation or damages on account of any injury or death of man power while performing the duties shall be entertained by the buyer organization Insurance requirements if any for the property or premises for which security is offered shall be the responsibility of the buyer.

Obligation regarding minimum wages, ESI,EPF contributions and billing

Payment Procedure

shall be in as specified in the General Terms and Conditions of GeM. The rate offered shall be including GST .Payment shall be made on the basis of the number of security personnel engaged.

(ii) The Service Provider Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer Department for reimbursement of employer share only.

(iii) Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed. Proof of deposit of both employers share and employees share of ESI & EPF shall be submitted to the buyer by the end of 15th day of succeeding month .

(iv) The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number or bank transfer details and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.

(v) The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which suitable penalties as per SLA and any other actions as per existing rules and regulations shall be taken

(vi) The Service Provider shall submit before the Buyer Department, one copy of the monthly challan with Electronic Challan Cum receipt sheet indicating break down of contribution of each and every hired employee regarding EPF and ESI within 7 days from the date of filing. . In case of any return in the form of monthly , quarterly and annual returns applicable same also to be filed and copy to be furnished to buyer .

(vii) The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.

(viii) Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider is deemed to have confirmed that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.

(ix) TA/DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.

(x) All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST as the price is inclusive of GST .

(xi) The Service Provider shall ensure payment regularly for the deployed man power 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.

(xii) In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.

(xiii) Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.

(xiv) The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.

(xv) The Total Price includes Minimum Wage, ESI, EPF, PF Admin Charge and GST on the mentioned components.

(xvi) Bonus in accordance with the Bonus Act which at present is one month basic wage (not below Rs7000/-) which comes to monthly payment 8.33% of minimum wage or Rs 7000/- Shall also be payable by the buyer . Bonus is applicable to all employees minimum wage is below Rs 21000/- .In case of any changes in the bonus rates as per relevant notifications same shall be applicable .Bonus shall be payable only to the resources completing the required number of working days and fulfilling the requirements

(xvii) Ex Servicemen hired from DGR approved Service Providers should be paid as per wage structure laid down by Directorate General of Resettlement (DGR), Ministry of Defence.

(xviii) Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any

(xix) Minimum Wage + ESI + EPF + PF Admin Charges + GST (on the Minimum Wage, ESI and EPF component), is provided by the Buyer Department and the rest (GST on the component provided by the Buyer) is added by the platform.

(xx) In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis. Therefore the increase in minimum wages shall be applicable and contract value amount shall be considered as revised up to the extent of increase due to increase of minimum wages

(xxi) The bonus as applicable in terms of rules and regulations prevailing is payable by the buyer

(xxii) The cost of the Contract shall be valid for initial contract period and during this period no price escalation, other than minimum wages revision, shall be entertained by the Buyer

(xxiii) The payment shall be made as per the contract and after deduction of relevant penalties, if any. Service Provider shall raise the invoice as per the arrangement in the contract (monthly/ quarterly) towards the Services rendered in the previous month to the Buyer. Payment shall be effected by credit into the bank account of the Service Provider within 10 days of receiving the invoice, complete in all respects. The Service Provider shall provide correct bank account number and other details of the bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject to dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions, etc.

Statutory compliances..Service provider shall abide by the PASRA Act , Minimum wages Act ,Contract labor Act etc. as applicable from time to time for man power employed for undertaking the services .Similarly in case of armed security guard service provider shall ensure that the licenses are kept valid and all legal formalities and compliances for same are followed by the man Service provider shall also be required to ensure that the entitled leave as per labor laws are made available to security man power

Termination of contract before normal validity

In case service provider commits defaults in terms of the agreement other than those specified warranting cancellation without notice , it shall be lawful for the buyer to issue a notice of termination of the contract by giving 15 days time to service provider..Service provider can make a representation during the notice period and takes steps to remedy the defaults and if buyer is satisfied with the same , buyer can take decision to withdraw the notice .The agreement shall automatically terminate on expiry of the notice period if same is not withdrawn by buyer.

The termination notice shall be issued by buyer to the address of the service provider as shown in the agreement.

However in case of instances such as not deploying resources within agreed time, serious security lapses, irregularities in service provider operations, expiry of validity of required licenses such as PSARA and in case cumulative penalty for violations of SLA reaches more than 10% contract can be terminated with immediate effect and no notice is required to be issued .

In case of termination of the contract and buyer engage the services of another service provider for the remaining part of contract the same shall be at risk and cost of the service provider besides other actions such as encashment of performance security and administrative actions etc

Proprietary rights and indemnity: Service Provider acknowledges that buyer's business data and other buyer's proprietary information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party are confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Buyer depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage buyer and by that reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.

Penalties and Termination

(i) The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

SL.NO

Service Level Agreement

Baseline

Penalties For Breach

1ST Instance

2nd Instance

3rd Instance

1. Delay in deployment of security personnel by the service provider
(This will not be applicable for in case of event based Security Manpower Hiring for which deployment is to be done as per the date indicated by the Buyer)

Deployment to start as per the Time Indicated by the Buyer.

In case of deployment is made with delay of 2 weeks over the time indicated by the Buyer and delay is due to service provider 1% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference to service provider in case so desire

In case of deployment is made with delay of 3 weeks over the time indicated by the Buyer and delay is due to service provider 1% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference to service provider in case so desire

In case deployment not made 4 weeks after placement of order the contract shall be terminated without any reference

2.

If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behavior etc with public or employees of buyer organization or other employees of service provider

No instance

Replacement of security personnel and Rs 500 fine on the service provider

Replacement of security personnel and Rs 1000 fine on the service provider

Replacement of security personnel and Rs 5000 fine on the service provider

3.

Security personnel not found displaying photo id or not in proper uniform

No instance

One day Salary due to the employee concerned for the day and Rs 500 penalty on service provider

One day Salary due to the concerned employee and Rs 1000 penalty on service provider

One day Salary due to the employee concerned and Rs 2500 penalty on service provider

4.

Security personnel indulging in drinking/sleeping

Zero instance

Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 1000 on the service provider

Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 2500 the service provider

Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 5000 on the service provider

5.

If the resource is absent or takes leave without informing or taking prior approval and if service provider fails to provide a substitute

No instance

Penalty equal to wage of the person who was to do duty shall be levied along with an amount of Rs 500

Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 500

Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 1000

6.

In case of expiry of any of the licenses required for performing the services such as PSARA, etc

7.

Delay in payments of take home remuneration by the Service Provider to resources employed ,Delay in deposit of EPF and

ESI (both employee and employer share)

Rs 1000 for each default

8.

In case of violation Minimum wages Act , Contract labor Act etc. as applicable from time to time applicable for the services

Penalty of Rs 5000 for default in addition to termination of contract and all responsibility on account of violation shall be responsibility of service provider

9.

Cumulative penalty shall not exceed 10% of the total contract value and in case exceeds contract is liable to be cancelled

Corrigendum

1. **Extended Upto** : 2021-03-01 15:00:00

Additional Required Data/Document(s) : Buyer

1. **Scope of Work** : [click here](#)
2. **Minimum Wage Bifurcation** : [click here](#)

Additional Data/Document(s) : Seller

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

Terms and Conditions

1. General Terms and Conditions-

1.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 **Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 **Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 **Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 **Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 **Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 **Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 **Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 **Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Additional Terms and conditions-

2.1 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.

2.2 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 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 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.5

Commercial Experience Eligibility Criteria:

For experience, the order(s) executed by the bidder, during the last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls, should be considered as under:

Three orders each executed for similar item(such as Manpower) where executed value is not less than the amount equal to 30% of the estimated cost.(i.e Rs. 802430)

OR

Two orders each executed for similar item(such as Manpower) where executed value is not less than the amount equal to 40% of the estimated cost.(i.e Rs. 1069907)

OR

One order executed for similar item(such as Manpower) where executed value is not less than the amount equal to 50% of the estimated cost.(i.e Rs. 1337384)

The last date of order execution may fall in the above mentioned period.

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

2.7 Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

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

2.9 NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

2.10 OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.11 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.

2.12 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 National Institute of Electronics and Information Technology payable at Bank of India, 6 CGO Complex, New Delhi-110003. 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.

2.13 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 NIELIT, Bank of India, 6 CGO Complex, New Delhi - 110003 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.

2.14 Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name National Institute of Electronics and Information Technology Account No. 604820100000012 IFSC Code BKID0006048 Bank Name Bank of India Branch address 6 CGO Complex, New Delhi - 110003. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

2.15 Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.16 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.17 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Bid Securing Declaration as per Rule 170 (iii) of GFR 2017 .

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

Organisation Details	Buyer Details
Type: Central Autonomous Ministry: Ministry of Electronics and Information Technology Department: NA Organisation: National Institute of Electronics and Information Technology - Name: NIELIT (formerly DOEACC Society) Office Zone: Dwarka	Designation: Purchase Officer Contact No.: -9013336075- Email ID: ramesh@nielit.gov.in GSTIN: 07AAATD0315M2ZY Address: NIELIT Bhawan Plot 3, PSP Pocket, Institutional Area, Sector 8 Dwarka, SOUTH WEST DELHI, DELHI-110077, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No Designation of Administrative Approval: Chairman, MB, NIELIT (Secretary, MeitY) Designation of Financial Approval: Chairman, MB, NIELIT (Secretary, MeitY)	Payment Mode: Offline Designation: Purchase Officer Email ID: ramesh@nielit.gov.in GSTIN: 07AAATD0315M2ZY Address: NIELIT Bhawan Plot 3, PSP Pocket, Institutional Area, Sector 8 Dwarka, SOUTH WEST DELHI, DELHI-110077, India

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-24308300-413 Email ID: rahul@nielit.gov.in Address: NIELIT Bhawan Plot 3, PSP Pocket, Institutional Area, Sector 8 Dwarka, SOUTH WEST DELHI, DELHI-110077, India	Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Administrative Operator or Office Assistant or Executive Assistant Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Clerk Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Multi-tasking Staff Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Electrician Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - LMV Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Office Peon Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Mali/Gardner Helper Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Attendant

Service Provider Details	
GeM Seller ID:	8987200001145268
Company Name:	UMANG SERVICES
Contact No.:	09311170156
Email ID:	vinod70156@gmail.com
Address:	224,SUNLIGHT COLONY NO.1,NEAR ASHRAM CHOWK, New Delhi, DELHI-110014, -
MSME verified:	Yes
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07EZOPK9618H2ZP

*GST / Tax invoice to be raised in the name of - Buyer

Service Details	
Contract Start Date : 07-Apr-2021	Contract End Date : 06-Apr-2022

Total Amount (Formula)	
$(((\text{Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+\text{Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR)}) * \text{Number of working days in a month}) * 1.18 + (\text{Percentage of Service charge}))$	

Service	Quantity (Number of Resources to be hired)	Unit Price Percentage of Service charge inclusive of GST
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			(INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)/100)*Number of Resources to be hired*Tenure/ Duration of Employment (in months))
<p>Manpower Outsourcing Services - Minimum wage - Unskilled; Others: Attendant</p> <p>Billing Cycle : monthly Category Name : Manpower Outsourcing Services - Minimum wage Type of Function : Others Experience : 0 to 3 Years Specialization : Not Required List of Profiles : Attendant Skill Category : Unskilled Post Graduation : Not Required Specialization for PG : Not Applicable Educational Qualification : Not Required</p> <p>Buyer Parameter & Add-ons : Bonus (INR) : 0 ELDI INR) : 2.88 EPF Admin Charge (INR) : 2.88 ESI (INR) : 19.37 Minimum daily wage (INR) exclusive of GST : 596 Optional Allowances (INR) : 0 Optional Allowances 2 (INR) : 0 Optional Allowances 3 (INR) : 0 Provident Fund (INR) : 69.24 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 12 Certifications/ Trainings : false</p>	2	0.010	508,376.32
<p>Service</p>	<p>Quantity (Number of Resources to be hired)</p>	<p>Unit Price Percentage of Service charge inclusive of GST</p>	<p>Total Amount (Formula) ((((Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)/100)*Number of Resources to be hired*Tenure/ Duration of Employment (in months))</p>
<p>Manpower Outsourcing Services - Minimum wage - Skilled; Admin: Administrative Operator or Office Assistant or Executive Assistant</p> <p>Billing Cycle : monthly Category Name : Manpower Outsourcing Services - Minimum wage List of Profiles : Administrative Operator or Office Assistant or Executive Assistant</p>			

Post Graduation : Not
Required
Specialization for PG : Not
Applicable
Skill Category : Skilled
Experience : 0 to 3 Years
Specialization : Commerce,
Arts, Science
Type of Function : Admin

8

0.010

2,611,329.76

Educational Qualification : Graduate <hr/> Buyer Parameter & Add-ons : Bonus (INR) : 0 ELDI INR) : 2.88 EPF Admin Charge (INR) : 2.88 ESI (INR) : 25.54 Minimum daily wage (INR) exclusive of GST : 786 Optional Allowances (INR) : 0 Optional Allowances 2 (INR) : 0 Optional Allowances 3 (INR) : 0 Provident Fund (INR) : 69.24 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 12 Certifications/ Trainings : false			
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Service	Quantity (Number of Resources to be hired)	Unit Price Percentage of Service charge inclusive of GST	Total Amount (Formula) (((Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR)) *Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)/100) *Number of Resources to be hired *Tenure/ Duration of Employment (in months))
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<u>Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Office Peon</u> Billing Cycle : monthly Category Name : Manpower Outsourcing Services - Minimum wage Post Graduation : Not Required Type of Function : Others Skill Category : Unskilled Experience : 0 to 3 Years Specialization : Not Required Educational Qualification : Not Required Specialization for PG : Not Applicable List of Profiles : Office Peon <hr/> Buyer Parameter & Add-ons : ELDI INR) : 2.88 ESI (INR) : 19.37 Provident Fund (INR) : 69.24 Bonus (INR) : 0 EPF Admin Charge (INR) : 2.88 Optional Allowances (INR) : 0 Optional Allowances 2 (INR) : 0 Optional Allowances 3 (INR) : 0 Minimum daily wage (INR) exclusive of GST : 596 Number of working days in a month : 26 Tenure/ Duration of			
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Employment (in months) : 12

20

0.010

5,083,763

Certifications/ Trainings : false			
Service	Quantity (Number of Resources to be hired)	Unit Price Percentage of Service charge inclusive of GST	<p style="text-align: center;">Total Amount (Formula)</p> <p>(((Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR)) *Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)/100) *Number of Resources to be hired *Tenure/ Duration of Employment (in months))</p>
<p>Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Clerk Billing Cycle : monthly Category Name : Manpower Outsourcing Services - Minimum wage Educational Qualification : Secondary School Type of Function : Admin Experience : 0 to 3 Years Skill Category : Semi-skilled Specialization : Not Required Post Graduation : Not Required List of Profiles : Clerk Specialization for PG : Not Applicable</p>	53	0.010	16,030,665.14
<p>Buyer Parameter & Add-ons : Minimum daily wage (INR) exclusive of GST : 723 Bonus (INR) : 0 ELDI INR) : 2.88 EPF Admin Charge (INR) : 2.88 ESI (INR) : 23.49 Optional Allowances (INR) : 0 Optional Allowances 2 (INR) : 0 Optional Allowances 3 (INR) : 0 Provident Fund (INR) : 69.24 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 12 Certifications/ Trainings : false</p>			
Service	Quantity (Number of Resources to be hired)	Unit Price Percentage of Service charge inclusive of GST	<p style="text-align: center;">Total Amount (Formula)</p> <p>(((Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR)) *Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)/100) *Number of Resources to be hired *Tenure/ Duration of Employment (in months))</p>
<p>Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Mali/Gardner Helper Billing Cycle : monthly Category Name : Manpower Outsourcing Services -</p>			

Minimum wage

Skill Category : Semi-skilled

Type of Function : Others

Specialization for PG : Not

Applicable

Experience : 0 to 3 Years

Educational Qualification :

Not Required

Specialization : Not Required

List of Profiles : Mali/Gardner

Helper

2

0.010

554,753.68

Post Graduation : Not Required Buyer Parameter & Add-ons : Minimum daily wage (INR) exclusive of GST : 657 Bonus (INR) : 0 ELDI INR) : 2.88 EPF Admin Charge (INR) : 2.88 ESI (INR) : 21.35 Optional Allowances (INR) : 0 Optional Allowances 2 (INR) : 0 Optional Allowances 3 (INR) : 0 Provident Fund (INR) : 69.24 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 12 Certifications/ Trainings : false			
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Service	Quantity (Number of Resources to be hired)	Unit Price Percentage of Service charge inclusive of GST	Total Amount (Formula) (((Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR)) *Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)/100) *Number of Resources to be hired *Tenure/ Duration of Employment (in months))
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<u>Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Multi-tasking Staff</u> Billing Cycle : monthly Category Name : Manpower Outsourcing Services - Minimum wage Post Graduation : Not Required Type of Function : Admin Skill Category : Semi-skilled Experience : 0 to 3 Years Specialization : Not Required Educational Qualification : High School Specialization for PG : Not Applicable List of Profiles : Multi-tasking Staff Buyer Parameter & Add-ons : ELDI INR) : 2.88 ESI (INR) : 21.35 Provident Fund (INR) : 69.24 Bonus (INR) : 0 EPF Admin Charge (INR) : 2.88 Optional Allowances (INR) : 0 Optional Allowances 2 (INR) : 0 Optional Allowances 3 (INR) : 0 Minimum daily wage (INR) exclusive of GST : 657 Number of working days in a month : 26			
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Tenure/ Duration of
Employment (in months) : 12

22

0.010

6,102,290.48

Certifications/ Trainings : false			
Service	Quantity (Number of Resources to be hired)	Unit Price Percentage of Service charge inclusive of GST	<p style="text-align: center;">Total Amount (Formula)</p> <p style="text-align: center;">((((Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)/100)*Number of Resources to be hired*Tenure/ Duration of Employment (in months))</p>
<p>Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Electrician Billing Cycle : monthly Category Name : Manpower Outsourcing Services - Minimum wage Post Graduation : Not Required Type of Function : Others Skill Category : Semi-skilled Experience : 0 to 3 Years Specialization : Not Required Educational Qualification : High School Specialization for PG : Not Applicable List of Profiles : Electrician</p>	5	0.010	1,386,884.2
<p>Buyer Parameter & Add-ons : ELDI INR) : 2.88 ESI INR) : 21.35 Provident Fund INR) : 69.24 Bonus INR) : 0 EPF Admin Charge INR) : 2.88 Optional Allowances INR) : 0 Optional Allowances 2 INR) : 0 Optional Allowances 3 INR) : 0 Minimum daily wage INR) exclusive of GST : 657 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 12 Certifications/ Trainings : false</p>			
Service	Quantity (Number of Resources to be hired)	Unit Price Percentage of Service charge inclusive of GST	<p style="text-align: center;">Total Amount (Formula)</p> <p style="text-align: center;">((((Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)*1.18 + (Percentage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR)+Provident Fund (INR)+ELDI INR)+Bonus (INR)+EPF Admin Charge (INR)+Optional Allowances (INR)+Optional Allowances 2 (INR)+Optional Allowances 3 (INR))*Number of working days in a month)/100)*Number of Resources to be hired*Tenure/ Duration of Employment (in months))</p>
<p>Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - LMV Billing Cycle : monthly Category Name : Manpower Outsourcing Services -</p>			

Minimum wage

Post Graduation : Not
Required

Type of Function : Others

Skill Category : Skilled

Experience : 0 to 3 Years

Specialization : Not Required

Educational Qualification :

High School

Specialization for PG : Not

2

0.010

604,930.78

Applicable		
List of Profiles : Driver - LMV		
Buyer Parameter & Add-ons :		
ELDI INR) : 2.88		
ESI (INR) : 23.49		
Provident Fund (INR) : 69.24		
Bonus (INR) : 0		
EPF Admin Charge (INR) : 2.88		
Optional Allowances (INR) : 0		
Optional Allowances 2 (INR) : 0		
Optional Allowances 3 (INR) : 0		
Minimum daily wage (INR) exclusive of GST : 723		
Number of working days in a month : 26		
Tenure/ Duration of Employment (in months) : 12		
Certifications/ Trainings : false		
Total Amount Including All Duties and Taxes in INR		32,882,993.36

Additional Details

- Designation : Helper (Electrician)
- Title for Optional Allowances 2 : 0
- Title for Optional Allowances : 0
- Title for Optional Allowances 1 : 0

- Title for Optional Allowances 1 : 0
- Title for Optional Allowances 2 : 0
- Designation : Office Assistant (Graduate Level)
- Title for Optional Allowances : 0

- Designation : Office Peon cum sweeper
- Title for Optional Allowances 2 : 0
- Title for Optional Allowances 1 : 0
- Title for Optional Allowances : 0

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

- Title for Optional Allowances 1 : 0
- Title for Optional Allowances 2 : 0
- Designation : Mali/ Gardner Helper
- Title for Optional Allowances : 0

- Designation : Multi-Tasking Staff
- Title for Optional Allowances 2 : 0
- Title for Optional Allowances : 0
- Title for Optional Allowances 1 : 0

- Title for Optional Allowances : 0
- Designation : Electrician/ AC Operator/ Lift Operator
- Title for Optional Allowances 2 : 0
- Title for Optional Allowances 1 : 0

- Designation : Driver-LMV
- Title for Optional Allowances 2 : 0
- Title for Optional Allowances : 0
- Title for Optional Allowances 1 : 0

SLA Details - Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - LMV

Service Level Agreement for Manpower Hiring Services

1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Manpower Hiring Service Provider. The purpose of this agreement is to facilitate implementation of Manpower Hiring Service at the Buyer's premises or any other premises designated by Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

- General terms and conditions for Services;
- Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
- BID/ Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between 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:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the Buyer
- 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
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The 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. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3 Parties to the Agreement

The main stakeholders associated with this agreement are below:

- Buyer**: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- Service Provider**: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, 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/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4 Scope of Services

The scope of service requires the Service Provider to provide Manpower Hiring Services in the Buyer's premises or the Buyer's designated premises. 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. The services shall be rendered as per the agreement signed between the parties. The services may be required for one or more locations.

Buyers of this service will have the option to choose the desired manpower on the basis of type of function, educational qualification, work experience, skill categories as per their requirement. Buyer will also provide additional details like duration of requirement, number of manpower required etc. Service Providers will quote price as per the given service parameters.

4.1 Service Details and Standards

Service Provider; while providing the services shall be compliant with all the applicable laws with respect to Buyer's organization, region or premises. List of central labour laws under Ministry of Labour and Employment is given as Annexure 1, Service Provider shall follow all the laws applicable for Buyer.

Buyer will be required to select the manpower as per available type of manpower category, in case the category is not available; Buyer will select Other category and provide manual inputs.

It is the responsibility of the Service Provider to provide manpower as per Buyer's requirement. The person deployed should not be below the age of 18 years old.

The persons deployed should be efficient while handling the assigned work and complete the assigned work in given timelines. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

The Service Provider should have a legal status, it can be a registered Proprietorship Firm/ Partnership Firm/ Company under Companies Act having legal entity with all statutory licenses/ registration for carrying out such activities like registration with labour department, PF Act, 1952, ESI Act, 1948, Income Tax Act etc.

The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of the contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.

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 be in compliance with all the labour laws. In case of continuous work (24 hours), Service Provider shall be responsible to change the shifts and manpower in compliance with the labour law, maximum working hours, minimum wages, overtime and/ or any other conditions mentioned in the contract.

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 billed amount if no replacement is provided.

Employers share of EPF, ESI, ELDI, Insurance and other relevant/ mandatory compliances shall be deposited to the respective authorities with proof of deposit of both employee and employer share by within first 7 working days of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration and balance amount is to be released to the persons employed.

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.

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.

After award of contract, if the Service Provider is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Service Provider will be blacklisted. Any amount received from its manpower as registration or any fees by the Service Provider will be recovered from the pending bills and will be paid directly to the concerned manpower.

Any violation of contractual obligations by the Service Provider/ manpower shall attract penalties, before imposing a penalty, the Buyer will provide 3 days prior notice to the Service Provider to make its representation. The Service Provider confirms and agrees that penalty whenever becomes payable, shall be deducted by the Buyer from the payments due to the Service Provider.

In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities shall be borne by the Service Provider.

4.2 Defined Timelines

If Buyer requires additional manpower during the contract period; Buyer shall inform about the same with specific requirements to the Service Provider 2 months prior to the employment start date.

The manpower deployed shall be punctual and reach Buyer's premise/ designated premise on the time defined by Buyer, prior information shall be given to Buyer for any delay/ absence. In case, deployed person comes

late/leaves early on three occasions, one-day wage shall be deducted.

Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.

In case of non-availability of specifically demanded manpower; the Service Provider shall communicate the same to Buyer at least 1 month prior to the employment start date.

4.3 Service Assumptions

The Service Provider shall not sublet any part of the Contract. The Service Provider shall be responsible and liable to deliver the services as per the contract.

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.

The Service Provider must assess all the proposed candidates of desired requirement on the parameters of educational qualification, work experience, skill assessment, pre-interviewing, short-listing and proposing to Buyer all pre-screened candidates ("Services").

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 penalties and/or replacement of the resource with the matching skillset or profile desired by the Buyer.

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.

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.

The working hours and days of the outsourced manpower shall be as per the existing applicable rules of the Buyer. The deployed manpower shall get the benefit of holidays as notified/ declared by the Buyer. However, outsourced manpower has to work on holidays, if necessary and required based on demand of work.

The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the Service Provider and additional manpower shall be withdrawn at the given time. If the requirement is increased, the Service Provider shall provide additional manpower on the same terms and conditions in reasonable time.

The persons deployed shall, during the course of their work be shall perform integrity to the Buyer and shall not disclose/ share any qualified documents and information which they are not supposed to divulge to Service Provider/ third parties. In view of this, they shall be required to sign the confidentiality clause and breach of this condition 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.

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 shall only rest with the Service Provider.

The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies.

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.

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 Department.

No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.

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 in the course of their performing the functions/duties, or for payment towards any compensation.

The Total Price includes Minimum Wage, ESI, EPF, EDLI, Insurance, Other non-mandatory variables defined by the Buyer in the bid document, Admin Charge and GST on the mentioned components. Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any:

Minimum Wage+ ESI + EPF + EDLI + Insurance + Other non-mandatory variables defined by the Buyer in the bid document + Admin Charges+ GST (on the Minimum Wage, ESI, EPF, ELDI and Insurance component), which is provided by the Buyer Department and the rest (GST on the component provided by the Buyer) is added by the platform.

In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.

The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.

The Service Provider shall assure the payment to employees on the last working day of the month, payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made. Any such incidents may lead to penalties on Service Provider.

The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the Buyer.

4.4 Limitations of Service Delivery (if any)

The Service Provider will provide manpower services as per the service categories/ manpower selected by the Buyer.

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 shall be obtained from Buyer.

5 Service Provider's Obligation

Service Provider's obligations will include the following-

The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law (Central/State), Minimum Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour(R&A) Act, Workmen Compensation Act etc. as applicable from time to time.

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.

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 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.

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.

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:

- List of persons deployed (monthly)
- Biodata/ resume with antecedents details (at the time of deployment)
- Copy of Aadhaar Card of the candidates (at the time of deployment)
- Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
- Identity proof and residential proof (at the time of deployment)
- Copy of police verification certificate (at the time of deployment)
- Copy of birth certificate, if required (at the time of deployment - for domicile purpose)

All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.

The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.

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.

Consequent to poor performance of deployed manpower, Service Provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.

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 a penalty will be deducted.

The Service

Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer for reimbursement of employer share only.

The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with cheque number and date 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.

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.

All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.

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.

The Breakup of the salary/ payment components shall be provided to the Buyer. The Buyer will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.

Buyer's Obligations

Buyer's obligations will include the following-

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.

The Buyer shall provide work space (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.

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.

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 softwares etc. However, use of such infrastructure shall be limited for official purpose only.

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.

TA/ DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.

Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

Attendance Sheet

The Buyer shall be responsible to maintain the attendance in attendance sheet/ register or Aadhar based biometric attendance machine (whichever is applicable) at Buyer's premise/ designated premise. Buyer shall share a copy of the same with Service Provider at the end of every month.

Logbook

The service provider shall update the logbook on the GeM portal as per the logbook process flow.

Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as accepted.

The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribe timelines of such rejection with the designated representative of the Buyer.

ServicePerformance and Feedback

Feedback from the Human Resources Committee/ SPOC of the Buyer shall be maintained (weekly/ monthly, bi-annually) by the Service Provider. The same can be used to track the service standards. Feedback should be taken without any bias of either party. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.

The SinglePoint of Contact (SPOC) for the issues arising out of this agreement will be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.

Such service tracking initiatives not only ensures the quality and punctuality of service delivery also reduces the chances of flaws in delivery mechanism. If any variation in attendance sheet, logbook, service feedback is found during the tracking; immediate action can be taken against the party.

Penalties and Fine

Penalties and fine can be imposed on either party in case they have caused loss to other party, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services, non/ delayed payment to the Service Provider for the services availed. Amount of penalties/ fine shall be settled/ recovered during next payments/ final settlements of the Service Provider.

Penalties and fine are detailed below-

Description	Penalty/ Fine
1st Instance	Non-deployment of total manpower mentioned in the contract as per the date of joining
2nd Instance	Up to 15 Days, @1% per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
3rd Instance	Up to 15 Days, @2% per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
1	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
2	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act
3	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
4	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 or taking prior approval.
6	Substitute within 2 days failing which, @ 1% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value
7	Substitute within 2 days failing which, @ 3% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value
8	Cancellation of the contract with cancellation charges @ 10% of the order value

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

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 for each default, warning to Service Provider to deposit the said amount within 7 working days

Rs. 200 per day for each default, 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

9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

9.1 Payment Condition

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.

The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.

No advance payment shall be made to the Service Provider.

9.2 Payment Cycle

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

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

9.3 Payment Process

Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.

All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.

Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.

10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

Amendment of the Contract after event of Force Majeure:- In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

Amendment in statutory variations:- All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

Amendment of the Contract as per both parties' consent:- Amendment of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. However, the variation put together shall not reduce or exceed 25% of contract value.

11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:-

Mutual consent:- The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

Breach of contractual obligations:- Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

Breach of SLAs:- The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value or, ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

Annexure - 1

List of central labour laws under Ministry of Labour and Employment

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

The Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996

The Motor Transport Workers Act, 1961

The Beedi and Cigar Workers (Conditions of Employment) Act, 1966

The Contract Labour (Regulation and Abolition) Act, 1970

The Bonded Labour System (Abolition) Act, 1976

The Sales Promotion Employees (Conditions of Service) Act, 1976

The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981

The Dock Workers (Safety, Health and Welfare) Act, 1986

The Child Labour (Prohibition and Regulation) Act, 1986

The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955

The Working Journalists (Fixation of rates of Wages) Act, 1958

The Employees' Compensation Act, 1923

The Employees' Provident Funds and Miscellaneous Provisions Act, 1952

The Employees' State Insurance Act, 1948

The Maternity Benefit Act, 1961

The Payment of Gratuity Act, 1972

The Unorganized Workers' Social Security Act, 2008

The Building and Other Construction Workers Cess Act, 1996

The Mica Mines Labour Welfare Fund Act, 1946

The Cine Workers Welfare (Cess) Act, 1981

The Cine Workers Welfare Fund Act, 1981

The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972

The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976

The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976

The Beedi Workers Welfare Cess Act, 1976

The Beedi Workers Welfare Fund Act, 1976

The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988

The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

https://labour.gov.in/sites/default/files/Central%20Labour%20Acts_0.pdf

Additional Required Data/Document(s) : Buyer

- Annual turnover Required by Buyer in Crores** : Average Annual Turnover requirement should be less than or equal to 50% of Estimated Bid Value
- The Bidder should have executed at least X No. projects with contract value not less than yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years** : Three orders each of value not less than 30% of estimated cost or Two orders each of value not less than 40% of estimated cost or One order of value not less than 50% of estimated cost.
- 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 : 1 year experience

4. **Geographic Presence: Office registration certificate** : The office of the service provider must be located in the State of consignee. The bidder has to submit the documentary evidence in this regard.
5. **Scope of work & Job description** :[click here](#)
6. **Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required** :[click here](#)
7. **Please upload the list of resources alongwith quantity of each type of resource to be continued by the successful bidder/Service Provider under the new contract as per the Terms and Conditions of new contract concluded on the basis of this bid alongwith approval of Competent Authority.** :[click here](#)

Terms and Conditions

1. General Terms and Conditions-

1.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Additional Terms and conditions-

2.1 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.

2.2 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 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 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per

actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.5

Commercial Experience Eligibility Criteria:

For experience, the order(s) executed by the bidder, during the last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls, should be considered as under:

Three orders each executed for similar item(such as Manpower) where executed value is not less than the amount equal to 30% of the estimated cost.(i.e Rs. 9864898)

OR

Two orders each executed for similar item(such as Manpower) where executed value is not less than the amount equal to 40% of the estimated cost.(i.e Rs. 13153198)

OR

One order executed for similar item(such as Manpower) where executed value is not less than the amount equal to 50% of the estimated cost.(i.e Rs. 16441497)

The last date of order execution may fall in the above mentioned period.

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

2.7 Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

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

2.9 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.10 NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

2.11 OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.12 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.

2.13 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 National Institute of Electronics and Information Technology payable at Bank of India, 6 CGO Complex, New Delhi - 110003. 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.

2.14 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 NIELIT, Bank of India, 6 CGO Complex, New Delhi - 110003 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.

2.15 Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name National Institute of Electronics and Information Technology Account No. 604820100000012 IFSC Code BKID0006048 Bank Name Bank of India Branch address 6 CGO Complex, New Delhi - 110003. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

2.16 Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.17 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Bid Securing Declaration as per Rule 170 (iii) of GFR 2017.

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