

## Contract



**Contract No:** GEMC-511687707494894

**Generated Date:** 26-May-2022

**Bid/RA/PR No:** [GEM/2022/B/2112352](#)

<b>Organisation Details</b> Type: State Government Ministry: - Department: Power Development Department Jammu and Kashmir Organisation Name: N/A Office Zone: Chief Engineer Power Department Ladakh	<b>Buyer Details</b> Designation: TO Contact No.: 01982-264334- Email ID: sangdup.pdd@ladakh.gov.in GSTIN: - Address: EXECUTIVE ENGINEER ELECTRIC DIVISION CHOGLAMSAR LEH-LADAKH, LEH, JAMMU & KASHMIR-194101, India
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<b>Financial Approval Detail</b> IFD Concurrence: No Designation of Administrative Approval: administrative Secretary Designation of Financial Approval: Superintending Engineer	<b>Paying Authority Details</b> Payment Mode: Offline Designation: Exicutive Engineer Email ID: ddo-xenstd-leh@ladakh.gov.in GSTIN: - Address: R/O STD PDD Leh, LEH, JAMMU & KASHMIR-194101, India
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Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 01982-264334- Email ID: sangdup.pdd@ladakh.gov.in GSTIN: - Address: EXECUTIVE ENGINEER ELECTRIC DIVISION CHOGLAMSAR LEH-LADAKH, LEH, JAMMU & KASHMIR-194101, India	Manpower Outsourcing Services - Fixed Remuneration - Others; Driver - HMV; High School

<b>Service Provider Details</b> GeM Seller ID: LHZI210002898550 Company Name: DAS FACILITY SERVICES Contact No.: 09883692435 Email ID: dasnirupamchandra@gmail.com Address: 695,NORTH MATHPARA,ICHAPUR,P.O-NAWABGANJ,ICHAPUR, North 24 parganas, WEST BENGAL-743144, - MSME verified: Yes MSME Registration number: udyam-wb-14-0006016 MSE Social Category: General MSE Gender: Male GSTIN: 19ASDPD7139E1ZV
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\*GST / Tax invoice to be raised in the name of - Buyer

Service Details	
<b>Contract Start Date</b> : 30-May-2022	<b>Contract End Date</b> : 29-May-2024

**Category Name : Manpower Outsourcing Services - Fixed Remuneration**

**Billing Cycle : monthly**

Description	Number of Resources to be hired	(Unit Price) Percentage of Service charge
<b>Specialization :</b> Preference shall be given to heavy hills license holders <b>Zipcode :</b> NA <b>Post Graduation :</b> Not Required <b>District :</b> NA <b>List of Profiles :</b> Driver - HMV <b>Experience :</b> 0 to 3 Years <b>Type of Function :</b> Others <b>Specialization for PG :</b> Not Applicable <b>Educational Qualification :</b> High School	4	0.850

**Total Amount (Formula) :**

( ((Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)+EPF Admin Charges (INR Monthly))\*1.18+ (Percentage of Service charge\*(Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+EPF Admin Charges (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly))/100))\*Tenure/ Duration of Employment (In Months)\*Number of Resources to be hired )

<b>Total Value without Addons :</b>	1995539.04
<b>Total Addon Value</b>	0
<b>Total Value Including Addons</b>	1995539.04

**Amount of Contract**

Total Contract Value Including All Duties and Taxes in INR		1995539.04
Additional Details		
<div> <div>Title for Optional Allowance 3 : 0</div> <div>Title for Optional Allowance 1 : 0</div> <div>Designation : Driver</div> <div>Title for Optional Allowance 2 : 0</div> </div>		
SLA Details - Manpower Outsourcing Services - Fixed Remuneration - Others; Driver - HMV; High School		
<div> <div>Service Level Agreement for Manpower Hiring Services</div> <div>1 Agreement Overview</div> <div> <p>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.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none"> <li>General terms and conditions for Services;</li> <li>Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;</li> </ol> <ul style="list-style-type: none"> <li>BID/ Reverse Auction specific ATC.</li> </ul> <p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede 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.</p> </div> <div> <div>2 Objectivesand Goals</div> <div> <p>The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:</p> <ol style="list-style-type: none"> <li>Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</li> <li>Present a clear, concise and measurable description of services offered to the Buyer</li> </ol> <ul style="list-style-type: none"> <li>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</li> </ul> <ol style="list-style-type: none"> <li>To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li> </ol> <p>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.</p> </div> </div> <div> <div>3 Parties to the Agreement</div> <div> <p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"> <li><b>Buyer:</b> Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</li> <li><b>ServiceProvider:</b> 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</li> </ol> <p>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.</p> </div> </div> <div> <div>4 Scope of Services</div> <div> <p>The scope of service requires the Service Provider istoprovide 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 maybe required for one or more locations.</p> <p>Buyers of this service will have the option to choose the desired manpower on thebasis 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.</p> </div> </div> <div> <div>4.1 Service Details and Standards</div> <div> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> <ul style="list-style-type: none"> <li>It is the responsibility of the Service Provider to provide manpower as per Buyer's requirement. The person deployed should not below the age of 18 years old.</li> </ul> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul> <ol style="list-style-type: none"> <li>Employers share of EPF, ESI, ELDI, Insuranceand other relevant/ mandatory compliances shall be deposited to the respective authorities with proof of deposit of both employee and employer share by withinfirst 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.</li> <li>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.</li> </ol> </div> </div> </div>		

3. 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 the contract, if the Service Provider is found to be charging any money/charges/fees/penalties in whatever form, manner, or name, from the manpower resources engaged by it for deployment to the Buyer/ Client's site, the Buyer will have the right to terminate the contract forthwith along with forfeiture of Performance Security amount deposited by the Service Provider. The Buyer may also blacklist/debar the Service Provider, as deemed fit by the Buyer. Any such amount received from its manpower by the Service Provider may be recovered by the Buyer from the pending bills of the Service Provider and paid directly to the concerned person/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

1. 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.
  2. 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.
1. 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

1. 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.
  2. 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").
1. 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.
  2. 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.
  3. 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.
1. 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.
  2. 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.
  3. 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.
1. 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:
1. 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, EDLI 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.
  2. 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 wages of every person employed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.
  - 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)

1. The Service Provider will provide manpower services as per the service categories/ manpower selected by the Buyer.
2. 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-

1. 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.
  2. 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.

1. 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.
  2. 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:
  3. List of persons deployed (monthly)
  4. Biodata/ resume with antecedents details (at the time of deployment)
  5. Copy of Aadhaar Card of the candidates (at the time of deployment)
  6. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
  7. Identity proof and residential proof (at the time of deployment)
  8. Copy of police verification certificate (at the time of deployment)
  9. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
  10. 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.
1. Consequent to poor performance of deployed manpower, Service Provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
  2. 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.
  3. 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.
1. 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.

## 6 Buyer's Obligations

Buyer's obligations will include the following-

1. 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.
  2. 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.
1. 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.
  2. 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.
  3. 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.
  4. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

## 7 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.

### 7.1 Attendance Sheet

1. 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.

### 7.2 Logbook

1. 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.
1. 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.

### 7.3 ServicePerformance and Feedback

1. 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.
2. 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.

## 8 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-

S. No.	Description	Penalty/ Fine		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1 % per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.	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.	Cancellation of the contract with cancellation charges @ 10% of the order value
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act	-	-
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days	Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing or taking prior approval.	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	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	Cancellation of the contract with cancellation charges @ 10% of the order value
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	-
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day 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:

1. *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.
2. *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.

## 12 Undertaking

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

## 13 Formula Used

### 13.1 Total :-

$$((\$basic\_pay + \$esi + \$provident\_fund + \$eldi + \$bonus + \$non\_mandatory\_1 + \$non\_mandatory\_2 + \$non\_mandatory\_3 + \$epf\_admin\_charges) * 1.18 + (\$percentage\_of\_service\_charge * (\$basic\_pay + \$esi + \$provident\_fund + \$eldi + \$bonus + \$epf\_admin\_charges + \$non\_mandatory\_1 + \$non\_mandatory\_2 + \$non\_mandatory\_3) / 100)) * \$tenure\_duration\_of\_employment * \$quantity$$

### 13.2 Cumulative Cost :-

$$(\$basic\_pay + \$esi + \$provident\_fund + \$eldi + \$bonus + \$epf\_admin\_charges + \$non\_mandatory\_1 + \$non\_mandatory\_2 + \$non\_mandatory\_3)$$

### 13.3 Terms Used in Formulae :-

1. \$tenure\_duration\_of\_employment – Tenure/Duration of Employment (in Month)
2. \$basic\_pay – Basic monthly pay (INR) exclusive of GST
3. \$provident\_fund – Provident Fund (INR Monthly)
4. \$eldi – ELDI (INR Monthly)
5. \$esi – ESI (INR Monthly)
6. \$bonus – Bonus (INR Monthly)
7. \$epf\_admin\_charge – EPF Admin Charge (INR Monthly)
8. \$non\_mandatory\_1 – Optional Allowance 1 (INR Monthly)
9. \$non\_mandatory\_2 – Optional Allowance 2 (INR Monthly)
10. \$non\_mandatory\_3 – Optional Allowance 3 (INR Monthly)

## Annexure - 1

List of central labour laws under Ministry of Labour and Employment [\[1\]](#):-

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

39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988  
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

[1][https://labour.gov.in/sites/default/files/Central%20Labour%20Acts\\_0.pdf](https://labour.gov.in/sites/default/files/Central%20Labour%20Acts_0.pdf)

#### Additional Required Data/Document(s) : Buyer

1. Scope of work & Job Description [click here](#)

#### Additional Data/Document(s) : Seller

1. Project Experience And Certificates With Respect To Eligibility Criteria [click here](#)
2. Statutory Auditor Certificate [click here](#)
3. Certificate (Requested in ATC) [click here](#)
4. Registration Certificate For Presence In Geographical Location [click here](#)
5. Epf Challans, Esi Challans Or Bank Statements Indicating The Credited Epf Or Service Provider Had Esi/epf Or Wages [click here](#)
6. Copy Of Certificate For Incorporation/registration Of Bidding Entity Under Appropriate Act/authority In India : [click here](#)
7. Auditor Certificate For Profit Making Entity In Last 3 Yrs [click here](#)

#### Terms and Conditions

##### 1. General Terms and Conditions-

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

##### 2. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 Service & Support:

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

###### 2.2 Payment:

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

###### 2.3 Buyer Added Bid Specific ATC:

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

###### 2.4 Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Executive Engineer EDD Leh 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.

###### 2.5 Generic:

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 %.

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