

Contract



Contract No: GEMC-511687707558131

Contract Generated Date: 12-Aug-2022

Bid/RA No: [GEM/2022/B/2387363](#)

Organisation Details Type: Central Government Ministry: Ministry of Fisheries Animal Husbandry Dairying Department: Department of Animal Husbandry and Dairying Organisation Name: NA Office Zone: Animal Quarantine and Certification Service ND	Buyer Details Name: Venkatesan Designation: Quarantine Officer Contact No.: 011-25063272- Email ID: venky.g@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: Quarantine Officer AQCS ND Designation of Financial Approval: Quarantine Officer AQCS ND	Paying Authority Details Payment Mode: PFMS Designation: GeM DDO AQCS ND Email ID: atanu.koner@gov.in GSTIN: - Address: Animal Quarantine and Certification Service Old Delhi Gurgaon Road Kapashera New Delhi, South West delhi, DELHI-110037, India
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Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Name: Venkatesan Contact: 011-25063272- Email ID: venky.g@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India	Operation and Maintenance Services of Power Generator(DG-Set)

Service Provider Details	
GeM Seller ID:	B3A5190000941022
Company Name:	BALAJI GENSET SOLUTIONS PRIVATE LIMITED
Contact No.:	09971608841
Email ID:	sales@balajeegenset.com
Address:	B-3/A,,BALAJI GENSET SOLUTIONS PRIVATE LIMITED,Gali No-1, Phase -1st,,Shiv Vihar, Karawal Nagar, East Delhi, DELHI-110094, -
MSME verified:	Yes
MSME Registration number:	UDYAM-HR-18-0006384
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AAGCB8398H1Z6

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

Service Details

Service Start Date (latest by) : 01-Sep-2022 **Service End Date :** 05-Sep-2023

Category Name : Operation and Maintenance Services of Power Generator(DG-Set)

Billing Cycle : quarterly

Description	Quantity	price per package (INR)
Type of O&M/Service package	1	24000.000
Package 1 - O&M Service with operational and maintenance manpower		
Average running hours of DG-SET in per annum		
Upto 1000 hours		
Frequency of visit for preventive maintenance by maintenance engineer		
Monthly		
Designation of Dedicated Manpowers provided		
NA		
Working Days in a Week		
NA		
Number of Dedicated electrician/operator		
NA		
Duty hours for dedicated manpower provided		
NA		

Number of the DG Set at a given location/site/building	1
Total Amount (Formula) : (price per package*Quantity)	
Total Value without Addons (INR)	24000
Total Addon Value (INR)	0
Total Value Including Addons (INR)	24000
Amount of Contract	
Total Contract Value Including All Duties and Taxes (INR)	24000

Price Break up offered : [Price Break up offered Document link](#)

SLA Details

SPECIAL TERMS AND CONDITIONS (STC) FOR OPERATION AND MAINTENANCE SERVICE OF POWER GENERATOR (DG-SET)

1.Preamble

1.1 All **operation and maintenance (O& M) service of power generator (DG-SET)** contracts placed through GeM shall be governed by following set of Terms and Conditions:

- This document represents a Service Level Agreement (“SLA”) 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.
- These set of conditions (STC/ATC/GTC) along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.
- The terms and conditions are in reverse order of precedence i.e. ATC supersedes STC which supersede GTG, in case of any conflicting provisions.

2.Stakeholders

2.1 The main stakeholders associated with this STC are:

1. Service Provider
2. Buyer
3. Payment Authority

2.2 The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and 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 STC.

3.Service Scope

3.1 The Scope of O&M service of power generator/DG-SET consist of two parts viz General Scope and Contract Specific Scope.

3.2 General Scope :

3.2.1 The General Service scope is depends on the selection of service package given below:

(i) Package 1 - O&M Services with operational and maintenance

Inclusive in the scope -

- (i) Providing experienced and trained labour /manpower for maintenance
- (ii) Unlimited breakdown visits
- (iii) Scheduled preventive maintenance as per manufacturer recommended schedule.

Not inclusive in the scope (i.e. to be provided by buyer) -

- (i) All consumables and parts required for preventive maintenance as per manufacture recommended schedule

(ii) All major Spare parts which are not covered for preventive maintenance as per manufacture recommended schedule

(iii) Fuel.

(ii) Package 2 - O&M Services with operational and Semi-comprehensive maintenance

Inclusive in the scope -

(i) Providing experienced and trained labour /manpower for maintenance

(ii) All consumables and unlimited breakdown visit

(iii) Scheduled preventive maintenance as per manufacture recommended schedule

(iv) All consumables and parts required for preventive maintenance as per manufacture recommended schedule.

Not inclusive in the scope (i.e. to be provided by buyer) -

(i) All major Spare parts which are not covered for preventive maintenance as per manufacture recommended schedule.

(ii) Fuel

(iii) Package 3 - O&M Services with operational and comprehensive maintenance

Inclusive in the scope -

(i) Providing experienced and trained labour /manpower for maintenance

(ii) All spare parts and unlimited breakdown visit

(iii) Scheduled preventive maintenance as per manufacture recommended schedule

(iv) All consumables and parts required for preventive maintenance as per manufacture recommended schedule.

(v) All major Spares / parts which are not covered for preventive maintenance as per manufacture recommended schedule

Not inclusive in the scope (i.e. to be provided by buyer) -

(i) Fuel

NOTE : - In case the consumables/spares /Fuel etc if not inclusive in the scope of the service package chosen by the buyer, the same may be reimburse on actual basis by the buyer to the service provider if same is arranged by service provider based on the mutual consent.

3.3 Contract Specific Scope :

In Addition to the General Scope the Service scope (Specific to contract) shall be as per the **ANNEXURE - A** , provided **by the buyer** at the time of bidding.

NOTE TO BUYER: The contract specific scope shall cover the details regarding the equipments (specification and features of each power generator's/DG-Set, Make of DG set, model of DG set, make of engine, model of engine, DG set rating, Vintage of the DG set (in hours and as well as in months), voltage rating, voltage regulation class and control panel details whether AMF/manual etc.) and works involved for O&M service to be procured for site/location/building(Per Location Basis).

3.4 Buyer's Responsibility:

1. Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate Operation and maintenance of the DG Set/Power Generator.
2. The buyer shall provide adequate space and access to the authorized personnel of the Service Provider to work in the specified area.
3. The specific contract scope including actual activities/work requirements related to the operation and maintenance service of power generators shall be provided by the buyer with approval of competent authority at the time of bidding. The contract specific scope shall cover the details regarding the equipments (specification and features of each power generator's/DG-Set, Make of DG set, model of DG set, make of engine, model of engine, DG set rating, Vintage of the DG set (in hours and as well as in months), voltage rating, voltage regulation class and control panel details whether AMF/manual etc.) and works involved for O&M service to be procured for site/location/building(Per Location Basis).
4.
If needed the complete layout of site/location/building where power generators are placed and also complete electric circuit diagram to be provided service provider on placement of the contract.
5.
The items not inclusive in scope of the service (i.e to be provided by buyer) shall be provided by the buyer in the timely manner for smooth running of O&M service.
6.
The Accounting unit for the Operation and Maintenance service contract of DG sets is Per location/site/building, accordingly care may be taken at the time of ordering the service.
7. **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."

3.5. Seller's/service provider responsibility

1. Service provider may depute a suitable team to visit the site before bidding if required to fully understand the job and ascertain the difficulties that may be encountered during execution of works and obtaining all information for himself/herself on his/her own responsibility. The sites visits shall be entirely at service provider own expense.
2. The service provider shall not demolish, remove, or alter structures or facilities on the site without prior approval of buyer. The service provider shall clean/dispose of all the debris and other material accumulated due to civil work, operation and maintenance of equipment. The necessary materials required i.e. cartoons/dustbins etc. to be provided by the service provider at its own cost. The transportation for disposing the debris shall also be arranged by the service provider. The waste disposal shall be done in sealed condition without affecting the environment.
3. To maintain full equipments throughout the contract period as applicable.
4.
To monitor and record the parameters. The Log book shall be maintained by operator/electrician and same shall be approved by the engineer in-charge.
5.
As and when required the service provider shall report to representative/officer/engineer in charge designated by buyer about performance of equipment.
6.
The service provider should undertake to arrange genuine spares of the full equipment and when required within two working days as applicable.
7. Sufficient stock of minor spares or accessories should be kept by service provider if applicable.
8. If any abnormality noticed shall be diagnosed and remedial action shall be taken within 6 hours or such extended time period as approved by buyer.
9. Any damage to the equipment in the contract period due to improper O&M practice to be rectified/replaced by the service provider and buyer shall not pay for any rectification/replacement.
10. Regularly Checking and servicing of engine for smooth running, its unusual sound and color of smoke from exhaust and set it right in case of deviations.
11. Regularly Checking and repairing the leakage of fuel, lubricating oil and coolant.
12. Cleaning and changing of air filters as per requirement.
13. Checking and repairing of Accessories drive, Turbocharger and crankshaft endplay whenever required.
14. Checking of alignment and alignment of engine and Alternator as per requirement.
15. Checking of throttle control & its setting.
16. checking of instrument panel as and when required.
17. Repair and Maintenance of relays including contactors in control panel of power generator.
18. Checking of battery terminal and de-sulphation.
19. Diagnosis of faults in engine and Alternator and its rectification.
20. To carry out **all the test/** checks as per the operation and manual of the manufacturer. This may include (but not limited to) the following
 1. Checks lube oil level and conditioning of lube oil, top up/refill required.
 2. The oil filters shall be replaced whenever oil is changed.
 3. The air filters shall be cleaned periodically with compressed air, check batteries and top up the distilled water periodically/and if required.
 4. Engine safety viz. high water temperature gauge, oil pressure gauge, oil pressure temperature gauge and high speed gauge shall be checked for their functions and repaired/ replaced if required.
 5. Coolant level and conditioning of coolant shall be checked and refilled if required.
 6. Check fan and alternator drive belts and tightened if required.
 7. Check the cable connections at starter battery, dynamo/alternator and control panel.
 8. Check electrolyte level in the battery.
 9. The Governor shall be checked and tuned for proper functioning.
 10. Check for leaks if any and shall be rectified
 11. Check reports shall be submitted every month/ every breakdown calls.

Note : The above **test/** checks are indicative and not exhaustive. Actual **test/** checks may be as per the operation and maintenance manual of the manufacturer of the engine/DG set and agreed between maintenance engineer of service provider and engineer in charge of the buyer.

4. Additional terms and condition

1. The operator/electrician provided by the Service Provider, should possess the requisite & valid electrical License, for running D.G Set/Power Generator.
2. Rates are to be quoted for the each location/site/building. i.e. per location basis
3. Cost for maintenance and servicing of the generator including the cost of spare parts and periodical replacement of Mobil oil are to be borne by the **Service Provider as per the service package applicable.**
4. **The equipment under O&M service shall be in running and working condition at time of commencement of the O&M service contract.**
5. After the termination/completion of the contract the equipment shall be handover/return to buyer in **same running and working as it is at the contract time of commencement.**
6. The Contract shall remain in force initially for a defined period of time from the date of O&M of the D.G Set/power generator. However, the contract is subject to termination at any time if the services are not found satisfactory or for any other reason whatsoever by serving three calendar months notice, by buyer.
7. The deployment of the dedicated manpower for O&M of the power generator/DG set should comply with the labor Legislation Act. And Minimum wage Act of Govt. Of India and the state Govt.
8. The Service provider will have to remove their assets from, if any the buyer location within 07 days from the date of termination or closure of the contract at their cost.
9. Working hours on all working days shall be prevailing normal office hours of that area or as specified by buyer.
10. O&M Charges shall be payable from the date of taking over the equipment covered under oem control at each site/building/location by the service provider.
11. The maintenance of the DG set/Power generator may be schedule in such a manner so that the buyers may not suffer any loss to their working hours.
12. It is the duty of service provider/seller that a log book shall be maintained for recording the daily running of DG Set/Power Generator including over time and energy consumption reading (kVA/kWh) and also a separate log book shall be maintained for dedicated manpower's for daily duty hours including overtime which should be signed by designated nodal officer of buyer on daily/weekly basis.
13. The Buyer shall inform the Service Provider if any dedicated manpower is absent .The Service Provider shall provide alternate within 2 hours as applicable.
14. The dedicated man power provide by the service provider shall attend to their duty at designated place/area only. They should not wonder unauthorized place/area of the buyer. The dedicated man power provide by Service Provider shall not share any documents/information to any outside unauthorized person. Violation of the same will render immediate termination of contract and no payments will be made to the Service Provider along with forfeiture of Performance Security. Service Provider shall be wholly responsible in case of failure and will be liable to be prosecuted under the jurisdiction of the local court.
15. The service provider/seller is not liable of any loss/damage to the equipment under O&M service due to voltage/electric fluctuation at the site/building/location.
16. Successful Service provider has to obtain policies to cover Third-party/Fire/Workman compensation Insurance cover of suitable amount for each location/site/building policy which shall remain in force till the contract, period and extension if granted. No payment shall be released, if the insurance lapse during contract period.
17. The buyer shall not be responsible for any injury partial or permanent or death of any worker/dedicated manpower at site due to accident or any other reasons or by personal negligence of the staff of the contractor. The buyer will remain indemnified by the service provider on this account.
18. First Aid Box shall be arranged by the Service Provider at site of work at their cost.
19. The service provider shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any government order. The buyer shall have no liability whatsoever in any manner.
20. For running of the O&M services beyond the applicable working hours/Duty hours, permission for the same in writing shall be taken from the buyer and copy of the same shall be produced while claiming the Additional/Extra charges on pro data basis.
21. The service provider should arrange genuine spares of the diesel engine, alternator and panels as and when required within two working days.
22. The change of any spare parts to be carried after giving written communication.
23. The spare parts/ consumes such as filter change shall be under in the presence of buyer concerned and the unsuitable spare to be handed over.
24. The electrical fitment change shall also follow the same process.
25. The service provider shall visit the site for attending the generator sets monthly/bi-monthly/quarterly and shall inspect the generator sets thoroughly. Each visit may preferably take place during 1st week of month.
26. The Service provider shall visit monthly/bi-monthly/quarterly for checking of electrical side viz., Alternator, AMF controls Panel, and other electrical equipments/switches.
27. The engine shall be run on no load or at available load, and should be checked for any leakage and abnormal noise. If any abnormally noticed shall be diagnosed and remedial action shall be taken during the visit of maintenance engineer.
28. Down time for minor/major repair shall not exceed 2 hours in a month.
29. The items not inclusive in scope of the service (i.e to be provided by buyer) shall be provided by the buyer in the timely manner for smooth running of O&M service.
30. The service provider shall provide detailed maintenance schedules for daily check, weekly check and routine maintenance/services, which will tally with the manufacturer's recommendation. As per the schedule trained technician shall be deputed for listed maintenance work. The technician shall take the signature/acknowledgement of buyers for work executed.

5.Payment Terms

The timely payment shall be made by the buyer on monthly/quarterly/yearly basis as per the contract.

Rates are to be quoted for the each location/site/building. i.e. per location basis. NoExtra additional/Extra charges beyond the package limit or/and beyond operator's duty hours shall be paid.

6.Penalty and Termination:

1. In case of non-compliance of service obligation, penalty per default will be imposed as per SLA. The contract will be liable to be cancelled for repeated default .
2. If Buyer is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then it may impose penalty upon the contractor at 0.5% per day of delay value of work lying unfinished subject to a maximum 5% of the agreement amount.
3. Penalty in case of Non performance of service for more than 4 hours in a day during operational hours will be considered as one day of non operation. Non function of equipment , non display of parameters not giving data shall be termed as non performance/non functional.
4. Absent of operator without informing for more than 12 hours, not maintaining the DG set/Power generator in good running condition all the times, 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.
5. Further the buyer may , without prejudice to any other remedy for breach of contract , by written notice of default sent to the service provider, terminate the contract in whole or part:
 - 1. If the service provider fails to deliver any services within the period(s) specified in the contract etc.
 - 2. If the service provider fails to perform as per the performance standards etc.

Average running hours per annum							
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Additional Required Data/Document(s) : Buyer

1. ANNEXURE - A (Contract Specific Scope) :[click here](#)

Additional Data/Document(s) : Seller

Terms and Conditions

1. General Terms and Conditions-

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

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic:

OPTION CLAUSE: The 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.

2.2 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer specific requirement/conditions:-

(Engine serial number:- **0900295**)

Capacity: 62.5 KVA diesel Genset made by Kirloskar

Engine model: HA694T

Date of commissioning: 21st April-2010

Pulse Instance ID: 1215900

1. Total 12 preventative maintenance service @ 01 no service per month is mandatory.
2. The service provider must attend on emergency call for breakdown issue on the same day or max. Up to next day.
3. **The service provider should be an authorized agency of M/s Kirloskar Care and enlisted on KOEL care list. Quoted price should be similar to KOEL service charges.**
4. The service execution would be done only through KOEL authorized service and spare network.
5. No extra labor charges would be paid for major failure.

This annual maintenance service charge includes:-

- a. Labour charges for preventative maintenance as per schedule.
- b. Labour charges for all breakdown complaints related to DG set.
- c. Labour charges for major and minor repairs including overhauls

This annual maintenance service charge exclude:-

- a. Cost of consumables and spare parts required for preventative or break down visits (purchase preference through GeM if authorized spare parts of M/s Kirloskar is available otherwise through authorized source on open market)
- b. Charges of external agencies if required like FIP, Starter, Charging of alternator repairing, A.C alternator repairing, radiator cleaning, machining required for any part of Geset, AMF panel service & synchronization etc would be paid as extra through submission of particular invoice when such situation or case would arise with clear justification.

However service person labor charges are part of inclusion of said jobs.

Payment Terms : ■ Payment to be made in the name of service provider through GeM authorized bank account after getting submission of quarterly work done report. No advance payment would be done. Only tax invoice with GST would be accepted with attachment of service reports.

(proforma log sheet)

Name of service provider

Date of visit	Name of engineer	Service remarks	Other remarks	Signature of engineer	Acknowledgement of official of AQCS ND

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

Contract



Contract No: GEMC-511687714772063

Contract Generated Date: 29-Jul-2022

Bid/RA No: [GEM/2022/B/2347937](#)

Organisation Details Type: Central Government Ministry: Ministry of Fisheries Animal Husbandry Dairying Department: Department of Animal Husbandry and Dairying Organisation Name: NA Office Zone: Animal Quarantine and Certification Service ND	Buyer Details Name: Venkatesan Designation: Quarantine Officer Contact No.: 011-25063272- Email ID: venky.g@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: Quarantine Officer AQCS ND Designation of Financial Approval: Quarantine Officer AQCS ND	Paying Authority Details Payment Mode: PFMS Designation: GeM DDO AQCS ND Email ID: atanu.koner@gov.in GSTIN: - Address: Animal Quarantine and Certification Service Old Delhi Gurgaon Road Kapashera New Delhi, South West delhi, DELHI-110037, India
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Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Name: Venkatesan Contact: 011-25063272- Email ID: venky.g@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - All In One PC; Lenovo Annual Maintenance Service - Desktops, Laptops and Peripherals - Multifunction Printer (Monochrome , Laser , Composite Cartridge, Mid range); hp

Service Provider Details	
GeM Seller ID:	829F190000830886
Company Name:	MICRO SOLUTIONS
Contact No.:	09910019036
Email ID:	pankaj@microsolutions.co.in
Address:	810- C,Vishal Bhawan-95, Nehru Place, New Delhi, Delhi, DELHI-110019, -
MSME verified:	Yes
MSME Registration number:	DL03E0010485
GSTIN:	07AOFPS7162C2ZV

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

Service Details

Service Start Date (latest by) : 08-Aug-2022 **Service End Date :** 12-Aug-2023

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description	Number of each Asset for AMC	AMC Cost Per Asset Per Annum (INR)
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	10	418.000
Onsite Service Engineers Requirement		
District		
Periodicity of Preventive Maintenance Services		
Type of Asset		
Make/Brand of Assets		
Status of Annual Maintenance Service Provider		

Total Amount (Formula) :

(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons (INR)	4237.26
Total Addon Value (INR)	0
Total Value Including Addons (INR)	4237.26

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description	Number of each Asset for AMC	AMC Cost Per Asset Per Annum (INR)
Type of Asset	9	418.000
Multifunction Printer (Monochrome , Laser , Composite Cartridge, Mid range)		
Onsite Service Engineers Requirement		
As Indicated in Bid Document.		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines		
Inclusive		
Periodicity of Preventive Maintenance Services		
Monthly		
Status of Annual Maintenance Service Provider		
Neither OEM nor ASP		
District		
NA		
Make/Brand of Assets		
hp		

Total Amount (Formula) :

(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons (INR)	3813.53
Total Addon Value (INR)	0
Total Value Including Addons (INR)	3813.53

Amount of Contract

Total Contract Value Including All Duties and Taxes (INR)	8050.79
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SLA Details

PREAMBLE: Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersede over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions 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 stakeholder

Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement 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.

Depict Terms and Conditions for all the involved stakeholders.

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 mentioned terms and conditions and have agreed to comply the same.

Stakeholders

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and 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 SLA / before bidding .

Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule indicated in bid document .If nothing indicated Preventive Maintenance Service (PMS) of equipments may be done once in at three months during currency of the contract . The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per bench marked maintenance practices / OEM manuals in user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maintenance services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

Comprehensive Annual Maintenance Contract Services for Laptop / UPS etc

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) -Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.
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."

Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/location where these assets are installed. If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract. Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide contact point and structure of escalation matrix to buyer/consignee at time of commencement of services.
4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the compute devices and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc.
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document.
7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information."

Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote the best price. Sharing the machines serial nos may be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation.

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined, penalty would be deducted.

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours, primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselves to their designated workshop for quick prompt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time, then Buyer may make its own alternative arrangements for the servicing/repair/maintenance of the equipment to avoid loss of productivity. Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee. Alternatively buyer is free to deduct from scheduled payment of SPA.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer. Post contract award, Bidder should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame.

Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for

defect rectification shall be 48 hours.

- In case the system is not repaired, or an alternative system not provided within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired or part replaced by other authorised / suitable service agency and the cost / expenditure incurred therein shall be recoverable from the service provider .

System Uptime

The breakdown time will be worked out as under: -

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime= (X-Y)/X *100.

The selected bidder shall ensure minimum 95% uptime.

Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC.No difference shall be paid or claimed as a result of the above.

Breach of Contract

- A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
- If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
- A penalty will be imposed in case of failure to meet the defined System Uptime
- The cumulative penalty cannot exceed 10% of the contract value . The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance		Penalties for breach	
		Lower Performance	1 Instance	2 Instance	
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA		
2.	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount

>2, 1% will be charged from the order

3	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract
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Additional Required Data/Document(s) : Buyer

- 1. Other Information :** Service provider must have qualified engineer having at least 3 years diploma in computer science/engineering/electronics and at least 3 years of experience
- 2. Asset Details and its Distribution across the consignee /user locations**[click here](#)
- 3. Consignee Wise Service Engineers/Help-Desk Personal details .** [:click here](#)

Additional Data/Document(s) : Seller

- 1. Certificate (Requested in ATC)** [click here](#)
- 2. Service Provider's Local Office / Service Centers Address With Respect To Each Consignee Location (Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid** [: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.
- 1.2** This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic:

OPTION CLAUSE: The 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.

2.2 Service & Support:

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

2.3 Past Project Experience:

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

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

2.4 Buyer Added Bid Specific SLA:

File Attachment [Click here to view the file.](#)

2.5 Buyer Added Bid Specific SLA:

Text Clause(s)

1. The engineers to be deputed shall have appropriate required qualifications, i.e. at least three years Diploma in Computer Science/ Engineering/Electronics and at least 3 years' experience (proof to enclose with experience) . The service provider must enclose proof of experience and proof of qualified service engineer.

2. Mode of payment: - Payment would be made only after satisfactory completion of service on quarterly basis duly certified by buyer/consignee. No advance payment would be made. Service provider would submit an invoice with attested copy of the log sheet to the buyer for payment.

3. Confidentiality: - The service provider shall acknowledge and confirm confidentiality of all information of the buyer office. Any informal disclosure of confidential information of public office would be treated under relevant law of Govt of India. Any disclosure of information would breach the agreement and the contract would be terminated by the buyer office.

4.

SCOPE OF WORK (non-comprehensive AMC)

1. This Tender calls for non-comprehensive Annual Maintenance Contract of Computer Hardware (Desktop, Laptop, Printer, MFP, Scanner etc.) at buyer office.

2. Scope of 'Annual Maintenance Service' shall be non-comprehensive in nature and shall therefore, essentially cover servicing, repair/fixing/replacement of all parts of Computer Hardware during the contract period. The replaceable hardware/software would be purchased through GeM failing which from other open market sources under suggestion of the service provider.

3. Preventive maintenance shall include monthly once servicing of all the computers and peripherals covered under the contract irrespective of whether the equipment has undergone a breakdown or not.
4. The work relating to installation of desktop, recovery of data, installation of updates will be done free of cost by the bidder. The service of reinstallation of Operating System (OS) in case of system failure and loading of MS-office, other programmes, software's, loading of Windows updates, updates of Drivers, utility programmes shall also be done by the bidder. The cost of goods would be borne by the buyer.
5. When any system is moved from one place to another, install/reinstall and maintenance of the system(s) at new locations within buyer premises would be done at free of cost.
6. All service persons shall be well versed in solving day-to-day problems encountered in the hardware. They shall be equipped with maintenance kits to carry out servicing.
7. Maintenance of log register of all calls/complaints received, attended, pending issues, preventive maintenance records and details of all replaced spare parts by the service engineer etc.
8. The Contractor shall attend to and rectify the complaints on the same day or max. up to the next working day. In case of virtual possibility to resolve the complaint, the service engineer shall provide the same in coordination with service demand point

Proforma log sheet

Name of month:

Name of service provider:

Name of buyer: Animal Quarantine and Certification Service, New Delhi

Items (all in one computer/print etc)	Specification	Working/working	Date of service	Details of service	Remarks	Acknowledgem of user (name and signature)	Signature of service engineer

(monthly verification by buyer/consignee with signature)

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

Contract



Contract No: GEMC-511687792468686

Generated Date: 31-May-2022

Bid/RA/PR No: [GEM/2022/B/2173232](#)

Organisation Details	Buyer Details
Type: Central Government Ministry: Ministry of Fisheries Animal Husbandry Dairying Department: Department of Animal Husbandry and Dairying Organisation Name: NA Office Zone: Animal Quarantine and Certification Service ND	Designation: Quarantine Officer Contact No.: 011-25063272- Email ID: venky.g@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: DAHD Designation of Financial Approval: IFD DAHD	Payment Mode: Offline Designation: Quarantine Officer Email ID: venky.g@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, SOUTH WEST DELHI, DELHI-110037, India

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-25063272- Email ID: venky.g@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India	Monthly Basis Cab & Taxi Hiring Services - Sedan; 1500 km x 260 hours; Local 24*7

Service Provider Details	
GeM Seller ID:	PIE9210004347413
Company Name:	DN TOUR AND TRAVEL SERVICES
Contact No.:	09466548891
Email ID:	dntourandtravelservices@gmail.com
Address:	106,,I M T,,SECTOR-33A,,Rohtak, Rohtak, HARYANA-124001, -
MSME verified:	Yes
MSME Registration number:	UDYAM-HR-16-0007126
MSE Social Category:	General
MSE Gender:	Female
GSTIN:	06DIMPS1319R1ZI

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

Service Details

Contract Start Date : 01-Jun-2022 **Contract End Date :** 05-Jun-2023

Category Name : Monthly Basis Cab & Taxi Hiring Services

Billing Cycle : monthly

Description	Number of Vehicle(s)	(Unit Price) Monthly Base Fare (Per package) inclusive of GST
Km Travelled :	Upto 75,000 Kms	1 35000.000
District :	NA	
Fuel Type :	CNG	
Type of car (Please select at least 3 options) :	Maruti Suzuki Dzire	
Usage Variant :	1500 km x 260 hours	
Area of Operation :	Plains	
Air Conditioning Requirement :	A/C	
Type of Service :	Local 24*7	
Zipcode :	NA	
Vehicle Type :	Sedan	
Year of Vehicle Model :	2019, 2020, 2021	

Total Amount (Formula) :
(Number of Vehicle(s)*Monthly Base Fare (Per package) inclusive of GST*Duration i n Months)

Total Value without Addons :	420000
Total Addon Value	0
Total Value Including Addons	420000

Amount of Contract

Total Contract Value Including All Duties and Taxes in INR

420000

SLA Details - Monthly Basis Cab & Taxi Hiring Services - Sedan; 1500 km x 260 hours; Local 24*7

Service Level Agreement for Monthly Basis Cab & Taxi Hiring Services

1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Monthly Cab & Taxi Hiring Service from 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:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. 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:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
2. 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
1. 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-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, 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

This service deals with hiring of vehicles (including driver and fuel requirements) for a defined but temporary tenure on a monthly basis for local and outstation travel of individuals.

Types of Cars: Buyers of this service will have the option to choose the type of vehicle as per their requirement, for which the following categories have been defined.

Type of Car	Definition	Examples
Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.	<ol style="list-style-type: none">1. Maruti Suzuki WagonR2. Maruti Suzuki Celerio3. Maruti Suzuki Swift4. Hyundai i105. Hyundai i206. Tata Tiago7. Datsun Go8. Tata Bolt9. Hyundai Santro10. Tata Indigo
Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	<ol style="list-style-type: none">1. Honda Amaze2. Maruti Suzuki Dzire3. Tata Tigor4. Hyundai Xcent5. Ford Aspire6. Volkswagen Ameo7. Tata Zest8. Nissan Sunny9. Toyota Etios1. Maruti Suzuki Ciaz

Premium Sedan	This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.	<ol style="list-style-type: none"> 2. Honda City 3. Volkswagen Vento 4. Toyota Corolla 5. Hyundai Verna 6. Skoda Rapid
SUV	This segment includes passenger vehicles which combine elements of road-going passenger cars with features from off-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.	<ol style="list-style-type: none"> 1. Maruti Suzuki Ertiga 2. Maruti Suzuki Vitara Brezza 3. Mahindra Scorpio 4. Maruti Suzuki XL6 5. Ford Ecosport 6. Hyundai Creta 7. Renault Duster 8. Mahindra TUV300 9. Mahindra XUV300 10. Mahindra XUV 500
MUV	This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT	<ol style="list-style-type: none"> 1. Mahindra Bolero Camper 2. Tata Xenon 3. Mahindra Imperio 4. Isuzu Dimax
Premium SUV/MUV	This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.	<ol style="list-style-type: none"> 1. Toyota Innova 2. Toyota Innova Crysta 3. Toyota Fortuner 4. Ford Endeavour 5. Jeep Compass 6. Tata Hexa 7. Tata Harrier 8. Honda CR-V
Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.	<ol style="list-style-type: none"> 1. Toyota Camry 2. Honda Accord 3. Mercedes Benz E Class 4. BMW 3 Series 5. Audi A4 6. Volvo S 90 7. Jaguar XE 8. Lexus ES 9. Skoda Superb 10. Skoda Octavia
Luxury SUV/MUV	This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.	<ol style="list-style-type: none"> 1. Mercedes Benz GLC 2. BMW X3 3. Audi Q5 4. Jeep Grand Cherokee 5. Land Rover Discovery Sport 6. Jaguar F Pace 7. Volvo XC 60 8. Mitsubishi Montero

Ac and Non-AC Requirement: If the service is procured from the marketplace, the service provider shall provide AC cars. However, if the service is procured through bid creation, the service providers may provide the service based on buyer's selection.

Outstation and local travel: For the purpose of this service, local travel would include areas covered within the city limits or up to 50 km of one-way travel, whichever is higher and outstation would include the areas covering outside the city limits or more than 50 kms of one-way travel, whichever is higher as per buyer requirements. If the buyer avails the services for a 24*7 requirement, the usage hours selected in the usage variant becomes null and void. It is the responsibility of the service provider to provide one driver per vehicle at all times as per the requirement, while complying with the Labour Laws.

Usage Variants: Buyers of this service can select from a range of usage variants (bundled km/hour package) depending on their requirements, which are listed below:

- 1200 km x 208 hours

- 1500 km x 260 hours
- 1500 km x 320 hours
- 2000 km x 320 hours
- 2500 km x 320 hours
- 3000 Km x 364 hours

In case the buyer enters its custom variant, the service provider shall provide the service as per these requirements.

Contract Duration: While in the marketplace, the buyer can only select a maximum contract duration of 1 year, the contract duration can be extended up to 4 years at the bid stage.

Year of Vehicle Model: The buyer can also select the year of vehicle model required to guarantee quality of the vehicle provided. The buyer can choose from models of 2020, 2019 and 2018. However, if the buyer requires an ex-showroom model or models older than 2018, they can enter custom requirement.

KM travelled: The buyer shall also specify the range of km travelled for the vehicle so as to guarantee quality. The buyer may choose from ranges starting from 0 km up to 1 lakh km run by the vehicle.

The provider of such services shall quote a monthly vehicle hiring cost depending on the usage variants, type of vehicle, location, and other parameters selected by the buyer.

Add ons

1. **Outstation Night charges:** For outstation travel, additional night charges shall apply. The service provider shall provide the outstation charges per night. The billing will be done on actual outstation nights availed during the contract period.
2. During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period upto 25% and also increase package running mileage and duty hours to the extent of 40% of the values specified in contract for these parameter in such a manner that in no case the contract cost will increase or decrease by 25% of original contract cost. The payment for extra mileage and extra duty hours will be done on pro-rata basis calculated on basic package rate as under
 1. **Extra per km charges** - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.3 in case of normal service and 0.2 in case of 24x7 service
 2. **Extra hour charges** - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid

Buyer mentioning extra Kms/Hour rates in bid will supersede this clause.

4.1 Service Details and Standards

1. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
 2. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
- All vehicles should be in excellent working condition (both internally and externally) at all times. The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.
1. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
 2. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
 3. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
- The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
 - The drivers of the vehicles deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.

4.2 Defined Timelines

1. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
 2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
- Delay in arrival beyond 30 minutes, shall attract penalties.

4.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
 2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
- The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
1. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
 2. The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
 3. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
- The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
 - During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.

4.4 Limitations of Service Delivery (if any)

1. Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the selected month will deemed to have completed once the buyer has utilized the monthly usage variant and the additional km and hours within variation of 25% of contract value.

5 Service Provider's Obligation

1. Service Provider shall ensure he level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
 2. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
- The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to the buyer.
1. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
 2. The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the service provider.

3. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
 - The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
 - In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
1. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
2. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
3. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.
 - In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per the provisions of the contract.
 - The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
 - The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

6 Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.
2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the service provider.
 - In the event that the vehicles run more than the estimated number of kms as mentioned in the order details, the charges for additional km travelled will be paid on pro-rata basis as per the formula given above.
1. In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.
2. The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents or accidents that occur during the trip including any form of inappropriate behavior/ improper uniform by the driver.
3. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.
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 Logbook

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.
2. The service provider shall thereafter 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 prescribed timelines of such rejection with the designated representative of the Buyer.

7.2 Service Performance and Feedback

1. The principal point of contact 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.
2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

8 Penalties and Fine

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2 nd instance	3 rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Penalty of 3% of particular monthly vehicle hiring cost	Penalty of 5% of particular monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.

4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
5	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Penalty of 1% of monthly vehicle hiring cost	Penalty of 2% of monthly vehicle hiring cost	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.
7	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-		After 2 nd instance, the service provider will have to replace the driver
8	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1 st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
9	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.

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 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.
- The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.
- Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

9.2 Payment Cycle

- Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
- 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, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
 - All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
- Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will 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.
- Variation of the Contract as per both parties' consent:** Variation 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. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value:
 - Increase or decrease in the quantity of vehicles
 - Increase or decrease in duration of contract
 - Increase in the quantity of vehicles for hiring on a daily basis: The service provider shall also provide cabs on a daily hire basis, as per the requirement of the buyer. For the purpose of calculation, the daily basis usage variant shall be computed dividing the selected monthly usage variant by 30. Similarly, the charges for daily basis hire shall also be pro-rated by dividing the monthly hiring cost quoted by the buyer by 30. However, the overall value of the contract through availing of daily basis car hiring shall not go beyond 25% of the contract value.
 - Increase or decrease in additional kms and hours up to 40% of the selected usage variant. In case, additional km and hours is not selected while creating the bid, then variation may only take place through either increase in the number of vehicles or increase in duration of daily hire on pro-rated basis.

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.
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 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.

Calculation Formula for the Service

$\$total = \$quantity * \$cost * \$duration_in_months$

\$quantity = Number of Vehicle(s)

\$cost = Monthly Base Fare (Per package) inclusive of GST

\$duration_in_months = Duration in Months

*****END OF DOCUMENT*****

Additional Data/Document(s) : Seller

1. Compliance With Motor Vehicle Act [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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. The service provider always communicate correspondences only through GeM registered emails.
2. The seller must upload bills every month through GeM with verified log sheet. In case GeM channel is not available, then physical bill submission would be accepted. Otherwise no monthly visit and unnecessary travel cost is necessary for seller.
3. GST TDS and I.T TDS would be filed by buyer on successive months. Seller must have active GST.
4. Parking charges, toll charges would be paid by the buyer in addition to package rate during duty period. Seller would attach all paid vouchers with monthly bills.
5. Credential of driver and registration acceptance of driver by agency would be given just by email in advance before starting of work.
6. Seller should show cooperative attitude towards buyer and buyer would be obliged to anticipate same in vice versa.
7. Only commercial car would be allowed. In case seller is not owner of any commercial car, then seller can arrange same from other person through mutual contract between service provider and car owner. Buyer has no issue on that. Seller would role as principle service provider only.
8. Documents to be attached with bid by service provider.
 - a. Copy of active GST
 - b. Acceptance to maintain integrity of Motor Vehicles Act of India and terms and condition of bid document.
 - c. In case MSME or Start up, then copy of same.

No other documents are necessary.

9. Contact emails of buyer's office

- a. GeM buyer: atanu.koner@gov.in
- B. Head of Office: aqcsnr-dadf@nic.in
- c. Departmental contact: The Under Secretary (usic-dadf@nic.in)

10. Here duty is simple because only single user i.e. Head of Office on regular basis. Other use only on occasional basis and rare. Current car driver (commercial car no: DL 1ZD1187: DZIRE) is working at this office since last 1 year without any issue and within cost limit of award value of Rs. 28,175/- incl GST per month. Hence if prospective service provider if willing, then mutually agree and can register him with said car for future services at AQCS New Delhi. Otherwise prospective service provider can provide other commercial car. Buyer would have no issue. Buyer will always extend all possible cooperation service provider.

11. Last year, rate was Rs. 28,175/- per month. But due to fuel price revision, cost has been escalated reasonably. However, it should

be within affordable limit of buyer. Earlier in last year annual cost was Rs. 3,38,000. Now annually max. Rs. 3,80,000 is affordable to buyer subjected to approval of the Department.

12. In case of any internal issue of service provider, service provider can approach to buyer through GeM registered email for mutual cancellation of contract. Buyer will accept same. Buyer as public organization will always extend all possible ethics to service provider as it is participating agency in public service. Buyer never would have any intention to harass any agency based on undue cause.

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

Contract



Contract No: GEMC-511687799314927

Generated Date: 25-May-2022

Bid/RA/PR No: [GEM/2022/B/2128783](#)

Organisation Details Type: Central Government Ministry: Ministry of Fisheries Animal Husbandry Dairying Department: Department of Animal Husbandry and Dairying Organisation Name: NA Office Zone: Animal Quarantine and Certification Service ND	Buyer Details Designation: LDC Contact No.: 011-25063272- Email ID: atanu.koner@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: The competent authority of the Department of AHD Govt of India Designation of Financial Approval: IFD Department of AHD Gov of India	Paying Authority Details Payment Mode: PFMS Designation: Maj Dr Venkatesan G Email ID: venky.g@gov.in GSTIN: - Address: Animal Quarantine and Certification Service Old Delhi Gurgaon Road Kapashera New Delhi, South West delhi, DELHI-110037, India
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Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-25063272- Email ID: atanu.koner@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India	Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Data Entry Operator Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Sweeper

Service Provider Details	
GeM Seller ID:	JZKB210004693718
Company Name:	OJHA TECH INDUSTRIES PRIVATE LIMITED
Contact No.:	07233846302
Email ID:	ojha.techindustries@gmail.com
Address:	2ND FLOOR H.NO 8,RAM MANDIR EASTERN BAZAR,MUGHALSARAI,MUGHALSARAI, Chandauli, UTTAR PRADESH-232101, -
MSME verified:	Yes
MSME Registration number:	UDYAM-UP-19-0002953
MSE Social Category:	General
MSE Gender:	Female
GSTIN:	09AADCO6192K1ZX

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

Service Details

Contract Start Date : 01-Jun-2022 **Contract End Date :** 04-Jun-2023

Category Name : Manpower Outsourcing Services - Minimum wage

Billing Cycle : monthly

Description	Number of Resources to be hired	(Unit Price) Percentage of Service charge inclusive of GST
Type of Function : Admin	3	0.850
Zipcode : NA		
Specialization for PG : Not Applicable		
Educational Qualification : High School		
Experience : 0 to 3 Years		
Skill Category : Semi-skilled		
Specialization : Not Required		
List of Profiles : Data Entry Operator		
Post Graduation : Not Required		
District : NA		

Total Amount (Formula) :

$$\left(\frac{((\text{Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)} \times \text{Number of working days in a month}) \times 1.18 + (\text{Percentage of Service charge inclusive of GST} \times (\text{Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)}) \times \text{Number of working days in a month})}{100} \times \text{Number of Resources to be hired} \times \text{Tenure/ Duration of Employment (in months)} \right)$$

Total Value without Addons :	1042330.28
Total Addon Value	0
Total Value Including Addons	1042330.28

Category Name : Manpower Outsourcing Services - Minimum wage

Billing Cycle : monthly

Description	Number of Resources to be hired	(Unit Price)	
		Percentage of Service charge inclusive of GST	
Specialization :	Not Required	3	0.850
Type of Function :	Others		
List of Profiles :	Sweeper		
Post Graduation :	Not Required		
Skill Category :	Unskilled		
Zipcode :	NA		
District :	NA		
Specialization for PG :	Not Applicable		
Experience :	0 to 3 Years		
Educational Qualification :	Not Required		

Total Amount (Formula) :

$$\left(\frac{((\text{Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)} \times \text{Number of working days in a month}) \times 1.18 + (\text{Percentage of Service charge inclusive of GST} \times (\text{Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)}) \times \text{Number of working days in a month})}{100} \times \text{Number of Resources to be hired} \times \text{Tenure/ Duration of Employment (in months)} \right)$$

Total Value without Addons :	857398.92
Total Addon Value	0
Total Value Including Addons	857398.92

Amount of Contract

Total Contract Value Including All Duties and Taxes in INR	1899729.2
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Additional Details

- Designation : Data Entry Operator

- Designation : Sweeper

SLA Details - Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Sweeper

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:

1. General terms and conditions for Services;
 2. 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:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
 2. 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
1. 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-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, 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

1. 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.
 2. 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.
1. 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.
 2. 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.
 3. 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.
1. 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.
 2. 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.
 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 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

1. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
2. 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

1. 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.
2. 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-

1. *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.
2. *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 Formulae Used

13.1 Total :-

"((((\$basic_pay+\$esi+\$provident_fund+\$eldi+\$bonus+\$epf_admin_charge+\$non_mandatory_1+\$non_mandatory_2+\$non_mandatory_3)*\$number_of_working_days)*1.18 + (\$percentage_of_service_charge*(\$basic_pay+\$esi+\$provident_fund+\$eldi+\$bonus+\$epf_admin_charge+\$non_mandatory_1+\$non_mandatory_2+\$non_mandatory_3)*\$number_of_working_days)/100)*\$quantity*\$tenure_duration_of_employment"

13.2 Cumulative Cost :-

"(\$basic_pay+\$esi+\$provident_fund+\$eldi+\$bonus+\$epf_admin_charge+\$non_mandatory_1+\$non_mandatory_2+\$non_mandatory_3)*\$number_of_working_days"

13.3 Terms Used in Formulae:-

1. \$number_of_working_days - Number of working days in a month
2. \$tenure_duration_of_employment - Tenure/Duration of Employment (in Month)
3. \$basic_pay - Minimum daily wages (INR) exclusive of GST
4. \$provident_fund - Provident Fund (INR per day)
5. \$eldi - ELDI (INR per day)
6. \$esi - ESI (INR per day)
7. \$bonus - Bonus (INR per day)
8. \$epf_admin_charge - EPF Admin Charge (INR per day)
9. \$non_mandatory_1 - Optional Allowance 1 (INR per day)
10. \$non_mandatory_2 - Optional Allowance 2 (INR per day)
11. \$non_mandatory_3 - Optional Allowance 3 (INR per day)

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)

Corrigendum

1. GeM-Bidding-Corr-3348124-1.pdf [:click here](#)
2. GeM-Bidding-Corr-3348124-2.pdf [:click here](#)

Additional Required Data/Document(s) : Buyer

1. Scope of work & Job description [:click here](#)
2. Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act [:click here](#)

Additional Data/Document(s) : Seller

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

2.2 Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

The service provider should give chance to existing workers during engagement keeping in view humanitarian ground. In case of any non agreement or other the service provider should opt for other outsourcing. The terms between worker and service provider should be transparent. The service provider should be obliged to facilitate understanding of monthly payments to workers as and when requested by them. The service provider should show cooperative attitude towards workers and vice versa.. All communications between service provider and buyer would only be

through GeM registered emails. In case of any further clarity, the service provider has always right to approach to Head of Office. In case of wage revision and notification, all previous wage rates would be non standard and new notified wage rate would be payable from notified date of effect. The service provider every month would pay first to the workers and then would claim bill to buyer for reimbursement enclosing all payment proofs.

1. In buyer's office, recently in another 01 bid [GEM/2022/B/2128757](#), one agency from Delhi NCR region has been auto selected by the system. Hence in this bidding, service provider from outside of Delhi region would be preferred, if comes under L1, to maintain offer of business scope in public service to agencies all over of India.

2. During technical evaluation and technical selection, based on participation data, service providers of MSME aspirational district, service providers from states having per capita GDP lower than national standard, SC/ST entrepreneurship and woman entrepreneurship as per recent economic upliftment decision of Govt of India would be given priority and encouragement subject to term of serial no 1 above.

Email of consignee: atanu.koner@gov.in

Email of Head of Office: aqcsnr-dadf@nic.in

Name of Head of Office: Maj Dr. Venkatesan.G, Quarantine Officer

Departmental authority: The Joint Secretary (Trade)

(email available on Department of Animal Husbandry and Dairying website)

and The Under Secretary

usic-dadf@nic.in

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

Contract



Contract No: GEMC-511687774728477

Generated Date: 14-Jun-2022

Bid/RA/PR No: [GEM/2022/B/2238396](#)

Organisation Details Type: Central Government Ministry: Ministry of Fisheries Animal Husbandry Dairying Department: Department of Animal Husbandry and Dairying Organisation Name: NA Office Zone: Animal Quarantine and Certification Service ND	Buyer Details Designation: Quarantine Officer Contact No.: 011-25063272- Email ID: venky.g@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: The Department of AHD Govt of India Designation of Financial Approval: The Department of AHD Govt of India	Paying Authority Details Payment Mode: Offline Designation: Quarantine Officer Email ID: venky.g@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, SOUTH WEST DELHI, DELHI-110037, India
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Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-25063272- Email ID: venky.g@gov.in GSTIN: 07DELA17530C1D7 Address: Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India	Hiring of Sanitation Service

Service Provider Details	
GeM Seller ID:	8077200001118363
Company Name:	RABBLE ALLIED SERVICES PRIVATE LIMITED
Contact No.:	07503152755
Email ID:	rabblealliedservices@gmail.com
Address:	PLOT 612-B, 1st FLOOR, KH NO. 22/2, OPPOSITE METRO PILAR NO.804, KAKROLA HOUSING COMPLEX, South West delhi, DELHI-110078, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-10-0001370
MSE Social Category:	General
MSE Gender:	Female
GSTIN:	07AAKCR0488A1ZH

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

Service Details

Contract Start Date : 15-Jun-2022 **Contract End Date :** 19-May-2023

Category Name : Hiring of Sanitation Service

Billing Cycle : monthly

Description	Number of Resources	(Unit Price) Other Charges Including Allowances over and above Minimum Wage (% Per Month) inclusive of GST
Area Inclusions :	All Areas	2 0.850
District :	NA	
Cleaning Cycle :	Daily	
Category of Resource :	Sanitary Attendant	
Type of Area :	All Areas	
Machinery and Cleaning Agents :	Customised List	
Cost of consumables/Equipments :	Consumables and equipment to be provided by the buyer	
Zipcode :	NA	
Number Of Working Days in Week :	6	

Cleaning Frequency :	1	
Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST :	20039.175	
Total Amount (Formula) :		
(((Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST) +(Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST)*(0.18)+(Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST*Other Charges Including Allowances over and above Minimum Wage (% Per Month) inclusive of GST/100)) *(Contract Period/30)*Number of Resources)		
Total Value without Addons :		531903.16
Total Addon Value		0
Total Value Including Addons		531903.16
Amount of Contract		
Total Contract Value Including All Duties and Taxes in INR		531903.16

SLA Details - Hiring of Sanitation Service

CLEANING AND SANITATION SERVICE

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Sanitation Services provider. The purpose of this agreement is to facilitate implementation of Sanitation Measures at the Buyer’s premises. This Agreement outlines the scope of work, Buyer’s Obligations and Special Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

2. Objective And Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to Buyer by Service Provider.

The goals of this Agreement are to:

1. Present a clear, concise and measurable description of service provision to the customer.
2. Establish Terms and Conditions for all the involved stakeholders.
3. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.
4. To provide clear reference to service ownership, accountability, roles and/or responsibilities.

3. Service Scope

The scope includes requires the Service Provider to provide manpower and resources for the Buyer Department to maintain cleanliness and hygiene of the mentioned area. The buyer will have option to outsource sanitation service depending upon the area or event.

Here we are classifying the Areas into following parts:

No	Area Type
1	Indoor Area (Like Cabins, Corridor, Halls, Medical Rooms, Service Rooms, Class Rooms, Staircase etc)

2	High Intensive Area (Like Washrooms, Entrance Lobbies/Receptions etc)
3	Outdoor Area (Like Lawns, Playground, Garages, Parking, Roads inside the campus etc)
4	Exterior of the Building
5	Seating Area (Stadiums)

All Areas specification will include - Indoor, Outdoor, High Intensive, Exterior of the Building, Seating Area or any other are as per Buyer's requirement. The Scope of the Area will be as per the area type/ job description.

3.1 Common Areas (Entrance Lobbies/ Reception/ Conference Hall)

1. Wiping of the glass doors on all the entrances.
2. Cleaning the entire common area at a convenient time without hindering the occupants movement which includes Sweeping, Mopping, Scrubbing, buffing etc.
3. Periodical wiping of the entire side walls – Marble / Granite / Tiles/ Wooden Panels.
4. Periodical dusting or vacuuming and wiping of all fixtures and furniture in all the entrance lobbies
5. Keep the signage clean and visually clear.
6. Sweeping and smooth brushing of the lift floors – removal of all dirt etc. throughout the day.
7. Dusting and Wiping of all the lift doors.
8. Collection of all waste material and its disposal as per instructions of the Buyer Department.
9. Cleaning of rugs and carpets on floors with vacuum cleaner
10. Cleaning of water cooler tanks, Air conditioning grills and space underneath water coolers.
11. Dusting and cleaning of fans, electrical fittings, windows, panes with glass cleaning chemicals/agents and cleaning of partitions and other furniture, paneling etc.
12. Cleaning of wall, ceiling for dust, cobwebs etc.

3.2 Staircase And Fire Staircase

1. Sweeping of all the staircases and common landings.
2. Removal of dust etc. from the skirting top.
3. Ensuring signage are clean and visually clear.
4. Cleaning of all the fire escape doors.
5. Cleaning of all the ceilings and walls for dust, cobwebs, etc.
6. Thoroughly wipe all door handles, latches, tower bolts, etc.

3.3 Pantry/Cafeteria

1. Cleaning of water cooler tanks and space underneath water coolers.

2. Check & clean water dispenser & vending machines.
3. Cleaning of refrigerators, tea/coffee vending machines and furniture if any, in the pantry.
4. Cleaning of cobwebs, wax polishing of walls, floor areas etc.
5. Maintain hygiene in the pantry all times.

3.4 Basement/ Parking Area/ Service Areas

1. Removal of grease and dirt stains from the surfaces.
2. Cleaning of machine rooms and other sensitive areas floors, walls and ceilings (in the presence of the operators in these areas). The machinery itself will not be touched by the cleaning staff since the operators will clean their own equipment cleaning of ceilings and walls so that cobwebs, stains etc. are taken care of.
3. Cleaning of the car parking area.
4. Cleaning of Substation, HVAC Plant Room, Pump Room, AHU Rooms, Ventilation Rooms and Other Service Rooms without affecting the Operation of the Equipment.

3.5 Restrooms

1. Sweeping and mopping of the floor and keeping the floor without stains throughout the day.
2. Mopping of all glazed tiles and keeping them clean.
3. Washing and mopping of floor areas with detergents.
4. Acid cleaning of sanitary wares without damaging their shine/lustre.
5. Washing of all the urinals, closets and washbasins with mild soap solution / cleaning solutions.
6. Ensuring clean and visually clear mirror throughout the day by periodic cleaning using glass cleaner.
7. Replace toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required.
8. Clean all toilet fixtures and fittings.
9. Urinals should have disinfectant naphthalene balls at all times.
10. Clearing of the dustbins in the toilets periodically.
11. Cleaning of walls, ceiling for dust, cobwebs etc.

3.6 Surroundings

1. Removal of all litter, mud, dust, etc within the periphery of the building as and when felt necessary during the day.
2. Taking necessary precautions to maintain the entrance to the building clean.
3. Sweeping of all the roads, parking area and open area etc.

3.7 Exteriors Of Building

1. Clean the glass and other structures inside and outside with a suitable approved glass cleaner leaving no streaks behind.
2. Clean the metal frame - dust as well as use a mild wet mop so that no stains remain on its surface.
3. Extra care shall be taken of the joints between the glass and the frame so that no dust settles there.

4. Thorough cleaning and buffing so that surfaces are clean and visually clear.
5. Keeping the terrace clean of all litter.
6. Keeping all external signage clean.
7. Cleaning of external wall & Surroundings

3.8 Seating Area Of Stadiums (Indoor/Outdoor)

1. Sweeping of all the staircases and common landings.
2. Removal of dust, stains etc. from the skirting top.
3. Ensuring signage are clean and visually clear.
4. Cleaning of all the fire escape doors.
5. Wiping and removal of dust, stains etc of all seats or sofas and under space of seats.
6. Cleaning of all the ceilings and walls for dust, beehives and cobwebs etc.
7. Thoroughly wipe all door handles, latches, tower bolts etc.

4. Terms And Conditions

4.1 Buyers Obligations

1. This Buyer Department shall provide a small room/space for supervisor & storage of materials etc. to the Service Provider free of cost during the period of contract. No name of agency shall be allowed on the room and nobody will be allowed to stay in the office unnecessarily after office hours without permission.
2. The Buyer Department shall provide sufficient running water or stored water for cleaning purposes.
3. In case, the Buyer has not included consumables in the scope of contract, the Buyer shall provide consumable materials as and when required for the work.
4. If the consumable materials are to be provided by the service provider, the cost of consumables has to be included by the service provider in charges quoted by him.
5. 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."

SR. No	Items
1	Liquid soap in toilets/wash rooms
2	Naphthalene Balls
3	Phenyl liquid 5 ltr
4	Toilet cleaner
5	Glass cleaning agent

6	Tissue papers
7	Air Fresheners (75 gm pkts)
8	Air perfume
9	Acid (HCL)
10	Toilet paper rolls
11	Disposable bags for garbage collection (biodegradable)
12	Liquid soap General toilets
13	Urinal cubes
14	Cleaning powder
15	Mosquito repellents
16	Glass Cleanser Spray

4.2 Service Providers Obligations

1. The Service Provider would submit a daily monitoring report to the Buyer Department.
2. A weekly log of the services rendered will be maintained and presented to the Buyer Department.
3. The Service Provider would submit a list of all employees along with full addresses for security to the Buyer Department at the time of contract. The employees deployed should be medically fit.
4. The Service Provider will have to deploy experienced and skilled workers for the job of housekeeping.
5. The service provider have to maintain compliant register at location decided by the concerned administrator.
6. The employees of the Service Provider should wear uniform along with a name tag and i-card. The Service Provider would provide the necessary equipment required for the mechanize service along with the equipment listed below at his own cost.

Floor Duster	3M Doodlebug	Floor Wiper	Telescopic Rod
White Dusters	Mop Wringer Trolley	Hard Gloves	Pressure Pump

Bamboo Brooms	Vacuum Cleaner	Soft Brooms	Safety Signage
Rubber Stamps	Hard Brooms	Feather Brush	Kentucky Mop
Toilet Brush	Barricade Tape & Stand	Hand Brush (Scrubber)	Gloves HB
Vacuum Pump	Glass Wiper	Carpet Brush	Safety Shoes
Buckets/Baskets	Dust Pans		

4.3 Special Terms And Conditions

- The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Registration & Abolition) Act 1970, EPF, ESI etc. with regard to the personnel engaged by him for providing support services. It will be the responsibility of the Service Provider to provide details of all manpower and resources deployed.
- The Agreement shall commence w.e.f the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
- The Service Provider shall not engage any sub-Service Provider or transfer the contract to any other person in any manner.
- The quality assurance and control shall be ensured by the Service Provider in all respects.
- The requisite supervisory staff shall be provided at all the site of work for effective supervision and quality assurance work.
- The Service Provider shall take care of lifting, carrying and disposing dead birds, animals, rats and insects.
- All materials to be used for cleaning and other consumables shall be in conformity with the specifications/brand/make of Government approved standards.
- The Service Provider shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering and shall not engage in any immoral act.
- Garbage collection drums should be placed at all suitable points. The drums should be provided with polythene bags, which may be removed so that garbage does not spill out or spoil the drums.
- Under no circumstances the garbage collected would be kept inside complex and all the arrangements to be made by the agency for its disposal at a suitable place at his own cost as decided by concerned department.
- The Service Provider shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- The employees of the Service Provider should be present on duty as per the Buyer's department instruction.
- The agency shall maintain sufficient stock of all items required for cleaning of the premise.
- The Buyer Department shall have the right to inspect the cleaning site at any time and also to issue such orders and direction to the organization as may be considered necessary. The organization shall ensure that such orders are compiled forthwith.
- The Service Provider shall deploy a person to supervise the cleaning and maintenance services, who will report to the concerned Buyer Department on a daily basis.
- The Service Provider shall ensure all consumables are within the expiry.

5. Penalty And Termination.

S NO.	Service level agreement	Penalties for non-compliance
1	Non completion of the cleanliness operation	Penalize the Service Provider by 0.25% of the

	mentioned in the contract.	Monthly billed amount per incident up to maximum of 5% of monthly bill.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actual/replacement, equivalent to the value of the article theft/lost/damaged as decided by the buyer depending on the gravity of the act. Also, the manpower responsible to be replaced.
3	Cumulative Penalty	Cumulative Penalty cannot exceed more than 10% of the total contract value.

Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) [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 Generic:

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.

2.2 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 Added text based ATC clauses

Due to financial issue of office, advance regular bidding was not possible during early stage of F.Y 2021-22 based on regular financial prediction. On the other hand, unusual load of imported live animals suddenly became very high quantity in F.Y 2021-22 and this office got ex post facto sanction of sanitary workers only during March-22. Hence existing agency was practically engaged with this office in Mar-22. So, a fair engagement time is due for the existing agency. As it is bidding for forward engagement, hence in case the existing agency become L1, said agency would be selected. Otherwise, alternative selection methodology would be adopted.

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

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687783443268

Contract Generated Date | अनुबंध तिथि: 13-Mar-2023

Organisation Details | संगठन विवरण

Type | प्ररूप : Central Government
Ministry | मंत्रालय : Ministry of Fisheries Animal Husbandry Dairying
Department | विभाग : Department of Animal Husbandry and Dairying
Organisation Name | संगठन का नाम : NA
Office Zone | कार्यालय क्षेत्र : Animal Quarantine and Certification Service ND

Buyer Details | खरीदार विवरण

Designation | पद : Quarantine Officer
Contact No. | संपर्क नंबर : 011-25063272-
Email ID | ईमेल आईडी : venky.g@gov.in
GSTIN | जीएसटीआईएन : 07DELA17530C1D7
Address | पता : Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India

Financial Approval Detail | वित्तीय स्वीकृति विवरण

IFD Concurrence | आईएफडी सहमति : Yes
Designation of Administrative Approval | प्रशासनिक अनुमोदन का पदनाम : Quarantine Officer AQCS New Delhi
Designation of Financial Approval | वित्तीय अनुमोदन का पदनाम : Quarantine Officer AQCS New Delhi

Paying Authority Details | भुगतान प्राधिकरण विवरण

Role : DDO
Payment Mode | भुगतान का तरीका : PFMS
Designation | पद : GeM DDO AQCS ND
Email ID | ईमेल आईडी : atanu.koner@gov.in
GSTIN | जीएसटीआईएन : -
Address | पता : Animal Quarantine and Certification Service Old Delhi Gurgaon Road Kapashera New Delhi, South West delhi, DELHI-110037, India

Consignee Details | परेषिती विवरण

S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क : 011-25063272- Email ID ईमेल आईडी : venky.g@gov.in GSTIN जीएसटीआईएन : 07DELA17530C1D7 Address पता : Animal Quarantine and Certification Service, Kapashera, Old Delhi Gurgaon Road, New Delhi, NEW DELHI, DELHI-110037, India	Collection & Disposal Waste Management Service - Collection; Dry Waste

Service Provider Details | सेवा प्रदाता विवरण

GeM Seller ID | जेम विक्रेता आईडी : CDIQ220005673639
Company Name | कंपनी का नाम : JBG ENTERPRISES
Contact No. | संपर्क नंबर : 09871338595
Email ID | ईमेल आईडी : jbgpratap@gmail.com
Address | पता : 936 SADARPUR VILLAGE, Sadar Pur Village, Village Sadarpur Durga Vihar Sector 45 Noida, UTTAR PRADESH, Uttar Pradesh, UTTAR PRADESH-201301, -
MSME verified | एमएसएमई सत्यापित : Yes
MSME Registration number | एमएसएमई पंजीकरण संख्या : UDYAM-UP-28-0038224
MSE Social Category | एमएसएमई सामाजिक श्रेणी : ST
MSE Gender | एमएसएमई लिंग श्रेणी : Male
GSTIN | जीएसटीआईएन : 09AHAPP7702R1ZQ

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

Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम) : 15-Mar-2023

Service End Date | सेवा समाप्ति तिथि : 13-Apr-2023

Category Name | श्रेणी नाम : Collection & Disposal Waste Management Service

Billing Cycle | बिलिंग चक्र : weekly

Description विवरण	Weight of waste collected in a month in Quintal (1 Quintal equals to 100Kgs)	Cost per 100 kg (quintal) of waste
Frequency of Garbage collection	1	
Type of waste	Dry Waste	
Scheduling of Garbage collection	Daily	
Method of waste collection	Door-to-Door garbage collection	
Vehicle Category	Garbage Tipper with Bin Lifter - Hydraulic Tank	12
Scope of work	Collection	2458.33
Areas of waste collection	Residential	

Category of Waste	Plastic waste	
Distance to dumping location	Above 30 kms	
Vehicle Monitoring System	Not Required	
Service Days in a month	1	

Total Amount (Formula) | कुल राशि (रु०) :
(Cost per 100 kg (quintal) of waste*Weight of waste collected in a month in Quintal (1 Quintal equals to 100Kgs)*Contract Period/30)

Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	29499.96
Total Addon Value कुल ऐडऑन मूल्य (INR)	0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	29499.96

Amount of Contract | अनुबंध की राशि

Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	29499.96
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SLA Details | एसएलए विवरण

SERVICES STC
SPECIAL TERMS AND CONDITIONS (STC)
FOR COLLECTION & DISPOSAL OF WASTE SERVICE

1. Preamble

A. All Waste Management Service contracts placed through GeM shall be governed by following set of Terms and Conditions:

- I. General terms and conditions for Goods and Services.
- II. Service STC contained in this document.
- III. BID / Reverse Auction specific ATC

B. 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.

C. This document represents a Special Terms and Conditions (STC) and the Service Level Agreement (SLA) which shall govern 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.

2. Objectives and Goal

The objective of this agreement is to ensure that all the contractual terms and conditions 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. Stakeholders

The main stakeholders associated with this agreement are:

- a. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- b. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller supplier/ bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and 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 agreement.

4. Service Scope

Collection & Disposal of Waste service - will comprise of different forms of waste wet & dry that needs to be collected, segregated & disposed from different areas

- *Collection - collection of waste (dry/wet) from different areas as per the requirement of the buyers*
- *Lifting - lifting the collected waste from the large bins where they have been collected*
- *Transportation - transporting waste disposal in trucks, rikshaws, pulleys etc. to the area where it needs to be buried/recycled*
- *Unloading - unloading waste disposal from the vehicles used to transport the waste*
- *Segregation of Garbage - separating for burying/recycling*
- *Ways of disposal - different ways for disposal of waste e.g. landfill, recycling, composting, incineration*

Service Provider agrees and acknowledges that Buyer shall provide additional scope of work defining the course details, additional requirements can be defined by providing/ uploading SOW.

5. Special Terms & Conditions

- I. Buyer shall allot proper space for waste disposal - wet/dry
- II. Buyer to verify the logbook and record each of instances such as absence of GPS for monitoring of the movement of vehicles, delayed delivery of vehicle / manpower resource or littering of the garbage, etc to maintain cleanliness of the area.
- III. Buyer shall check if supplier has provided the agreed quantity of vehicle / manpower as per the order, in case of shortage it should be reported.
- IV. It will be buyer's responsibility to obtain licence or permission from the User Department wherever necessary required for dumping stations if any.

- V. The Service Provider will be responsible for collection, transportation and disposal of all the Disposal waste collected from the areas defined by the buyer.
- VI. The Service Provider at his/ her own cost will arrange all the necessary / required vehicles, equipment, materials, and other things for the services etc.
- VII. All the vehicles supplied for cleanliness of the area should be GPS enabled so that route can be monitored by buyer entities.
- VIII. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
- IX. Service Provider shall ensure that the resources and the type of vehicle provided should be segregated based on the type of work to be accomplished.
- X. The responsibility of effective and efficient delivery of the responsibilities so that all the area remains clean and garbage free would rest with the Service Provider.
- XI. The service provider should provide proof of experience and follow safety norms to avoid any mis-happening.
- XII. The Service Provider is expected to deploy separate collection and transport resources (apart from the house-hold area) for providing time bound services.
- XIII. The Service Provider shall be responsible to comply all the Acts and the Rules and Regulations under Companies act 2013, framed by the government of India or State government to the works and employees. It is agreed and acknowledged between the parties that because of the engagement of personnel at the Buyer site, no relation of employer and employee relation is established between Buyer and Service Provider or Buyer with Service Provider's personnel. Service Provider shall remain the principal employer of all the employees engaged by them and it shall comply with all labour laws including minimum wages, gratuity, PF, ESJ, etc. whichever is applicable. Buyer shall not be responsible for the terms and condition of employment of the deployed personnel or the work undertaken by the Service Provider.
- XIV. That the Service Provider shall be responsible for obtaining all the required licenses under relevant statutes as may be applicable for the Service Provider and the Buyer Department shall not be made responsible for any violation of any of the provisions of the statutes made on the part of Service Provider.
- XV. It will be Service Provider's responsibility to make payment for all the entry charges to the landfill sites
- XVI. The Service provider should provide required number of vehicles (with adequate back-up) along with operators/drivers for collection, transportation and disposal of waste as specified
- XVII. The service shall provide adequate training to the workers. The staff will be provided with personal protective equipment to ensure their Safety.
- XVIII. Service provider shall recruit / deploy its own adequate skilled manpower in adequate number and shall comply with the laws applicable to the recruitment, wages, minimum working hours, safety, cleanliness, insurance, gratuity, medical benefit, compensation, retrenchment benefit etc.
- XIX. The timing of collection of waste should be mutually agreed by the parties
- XX. Wet waste and dry waste shall not be mixed either at the time of collection or disposal.
- XXI. transferring the same to the secondary storage point / transit Segregation Points/disposal site
- XXII. The service provider should ensure that the garbage collection has been scheduled in such a manner that there is no piling up of garbage and minimum disturbance to the day to day operations either in the domestic or institutional or official area.
- XXIII. Specific arrangements would be required to be made to handle a particular type of waste.
- XXIV. Waste Management rules, wherever applicable will be followed by the Service Provider.
- XXV. Service Provider should have valid certifications like ISO 9001, Environmental Management Systems (ISO 14001) and Occupational Health & Safety Advisory Services (ISO 18001)

Service Provider should be a valid registered firm as per waste management rules of Ministry of Environment & Forest/Central pollution board

8. Payment Terms

S. No.	Installment	Output/ Outcome parameter
1.	Payment on the basis of weight of the waste	Invoicing is done on the basis of weight collected in 100kg in a month

9. Breach of Contract and Penalties

(i) Breach of SLA is defined as performance lower than requisite performance in this agreement. The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.

- a) Cumulative penalties reach 10% of the contract value.
- b) Repeated breach of SLAs beyond 3 instances in the entire contractual period.
- c) Subcontracting or outsourcing of the contract, in part or whole.

(ii) Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Non-servicing of areas to be covered under the contract	1 st instance - 1% of contract, e.g. 10% of Rs 20000
		2 nd instance - 2% of contract
		3 rd instance - 3% of contract
2	Non-deployment of vehicle / composters or shortage of manpower	1 st instance - 1% of contract
		2 nd instance - 2% of contract
		3 rd instance - 3% of contract
3	Improper management of waste collection process which includes inflation of weight of waste being carried by a vehicle	1 st instance - 1% of contract
		2 nd instance - 2% of contract
		3 rd instance - 3% of contract
4	Non redressal of complaints in 2 days	1 st instance - 1% of contract
		2 nd instance - 2% of contract
		3 rd instance - 3% of contract

5	Vehicle unloads collected waste at location other than specified spot specified for route	1 st instance – 1% of contract 2 nd instance – 2% of contract 3 rd instance – 3% of contract
6	Vehicles deployed overflowing or not maintained clean (or littering in adjoining areas)	1 st instance – 1% of contract 2 nd instance – 2% of contract 3 rd instance – 3% of contract

- The cumulative penalties imposed by the buyer should not exceed 10% of the contract value.

10. Additional Terms & Conditions

Additional conditions which are optional in nature for this service in case buyers may further want to exercise their discretion are as following –

i. At the hour of need service provider should deploy adequate labour, vehicle, consumables and equipment's as per the requirement of the buyer.

ii. The Service provider shall transport all the excess waste generated (during special occasions) by deploying adequate manpower and undertaking adequate trips, maintaining proper service quality

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."

ePBG Detail | ईपीबीजी विवरण

NA

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

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

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

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

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