

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687722365710

Contract Generated Date | अनुबंध तिथि: 21-Jul-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3471303](#)

## Organisation Details | संगठन विवरण

Type | प्ररूप : State Government  
Ministry | मंत्रालय : -  
Department | विभाग : Higher Education Department Uttar Pradesh  
Organisation Name | संगठन का नाम : N/A  
Office Zone | कार्यालय क्षेत्र : ALLAHABAD

## Buyer Details | खरीदार विवरण

Designation | पद : Office Superintendent  
Contact No. | संपर्क नंबर : 0532-0000000-  
Email ID | ईमेल आईडी : buyer114.hedup.up@gembuyer.in  
GSTIN | जीएसटीआईएन : -  
Address | पता : UTTAR PRADESH HIGHER EDUCATION COMMISSION,  
PRAYAGRAJ,  
Prayagraj, UTTAR PRADESH-211001, India

## Financial Approval Detail | वित्तीय स्वीकृति विवरण

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

## Paying Authority Details | भुगतान प्राधिकरण विवरण

Role : PAO  
Payment Mode | भुगतान का तरीका : Offline  
Designation | पद : Secretary  
Email ID | ईमेल आईडी : dayanand.2430@up.gov.in  
GSTIN | जीएसटीआईएन : -  
Address | पता : UTTAR PRADESH HIGHER EDUCATION COMMISSION,  
PRAYAGRAJ,  
Prayagraj, UTTAR PRADESH-211001, India

## Consignee Details | परेषिती विवरण

S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता	Service Description   सेवा विवरण
1	Contact   संपर्क : - Email ID   ईमेल आईडी : con109.hedup.up@gembuyer.in GSTIN   जीएसटीआईएन : - Address   पता : UTTAR PRADESH HIGHER EDUCATION COMMISSION, PRAYAGRAJ, Prayagraj, UTTAR PRADESH-211001, India	Manpower Outsourcing Services - Fixed Remuneration - Admin; Computer Operator; Graduate
		Manpower Outsourcing Services - Fixed Remuneration - Admin; Computer Operator; Graduate
		Manpower Outsourcing Services - Fixed Remuneration - Admin; Administrative Operator or Office Assistant or Executive Assistant; Graduate
		Manpower Outsourcing Services - Fixed Remuneration - Others; Driver - LMV; Secondary School
		Manpower Outsourcing Services - Fixed Remuneration - Others; Office Peon; Secondary School
		Manpower Outsourcing Services - Fixed Remuneration - Others; Security Guard; Secondary School
		Manpower Outsourcing Services - Fixed Remuneration - Others; Gunman; Secondary School
		Manpower Outsourcing Services - Fixed Remuneration - Others; Sweeper; Secondary School

## Service Provider Details | सेवा प्रदाता विवरण

GeM Seller ID | जेम विक्रेता आईडी : 397C180000351175  
Company Name | कंपनी का नाम : Data Live Computer Technology  
Contact No. | संपर्क नंबर : 09415338949  
Email ID | ईमेल आईडी : datalive.sw@gmail.com  
Address | पता : 17/24,KASTURBA GANDHI MARG,KATRA,  
PRAYAGRAJ, UTTAR PRADESH-211002, -  
MSME Registration number | एमएसएमई पंजीकरण संख्या : UDYAM-UP-03-0000458  
MSE Social Category | एमएसई सामाजिक श्रेणी : General  
MSE Gender | एमएसई लिंग श्रेणी : Male  
GSTIN | जीएसटीआईएन : 09BFCPS8420Q1ZP

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

## Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम) : 01-Aug-2023 Service End Date | सेवा समाप्ति तिथि : 31-Jul-2024

Category Name | श्रेणी नाम : Manpower Outsourcing Services - Fixed Remuneration

## Billing Cycle | बिलिंग चक्र : monthly

Description   विवरण	Number of Resources to be hired	Percentage of Service charge
District	NA	
Specialization for PG	Not Applicable	
Experience	0 to 3 Years	
List of Profiles	Security Guard	

Zipcode	NA	9	4.5
Specialization	Any Stream		
Type of Function	Others		
Post Graduation	Not Required		
Educational Qualification	Secondary School		
Basic monthly pay (INR) exclusive of GST	10089		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	50.45		
EPF Admin Charges (INR Monthly)	50.45		
Provident Fund (INR Monthly)	1210		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
ESI (INR Monthly)	327.89		
Tenure/ Duration of Employment (In Months)	8		
Total Amount (Formula)   कुल राशि (रु०) : ( ((Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)+EPF Admin Charges (INR Monthly))*1.18+ (Percentage of Service charge*(Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+EPF Admin Charges (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly))/100))*Tenure/ Duration of Employment (In Months)*Number of Resources to be hired )			
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		1034391.08	
Total Addon Value   कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)		1034391.08	
Additional Details   अतिरिक्त जानकारी			
• Title for Optional Allowance 1 : 0 • Designation : Security Guard • Title for Optional Allowance 3 : 0 • Title for Optional Allowance 2 : 0			
Category Name   श्रेणी नाम : Manpower Outsourcing Services - Fixed Remuneration			
Billing Cycle   बिलिंग चक्र : monthly			
Description   विवरण		Number of Resources to be hired	Percentage of Service charge
Experience	0 to 3 Years	3	4.5
List of Profiles	Computer Operator		
Specialization	Any Stream		
Type of Function	Admin		
Zipcode	NA		
District	NA		
Specialization for PG	Not Applicable		
Post Graduation	Not Required		
Educational Qualification	Graduate		
Basic monthly pay (INR) exclusive of GST	17000		
Bonus (INR Monthly)	0		
EDLI (INR Monthly)	85		
EPF Admin Charges (INR Monthly)	85		
ESI (INR Monthly)	553		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Provident Fund (INR Monthly)	2040		
Tenure/ Duration of Employment (In Months)	8		
Total Amount (Formula)   कुल राशि (रु०) : ( ((Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)+EPF Admin Charges (INR Monthly))*1.18+ (Percentage of Service charge*(Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+EPF Admin Charges (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly))/100))*Tenure/ Duration of Employment (In Months)*Number of Resources to be hired )			
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		581032.2	
Total Addon Value   कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)		581032.2	

Additional Details   अतिरिक्त जानकारी			
<div><div>• Designation : Computer Operator Grade A</div><div>• Title for Optional Allowance 2 : 0</div><div>• Title for Optional Allowance 3 : 0</div><div>• Title for Optional Allowance 1 : 0</div></div>			
Category Name   श्रेणी नाम : Manpower Outsourcing Services - Fixed Remuneration			
Billing Cycle   बिलिंग चक्र : monthly			
Description   विवरण		Number of Resources to be hired	Percentage of Service charge
Type of Function	Others	3	4.5
Post Graduation	Not Required		
List of Profiles	Gunman		
District	NA		
Educational Qualification	Secondary School		
Specialization for PG	Not Applicable		
Specialization	Any Stream		
Zipcode	NA		
Experience	0 to 3 Years		
Basic monthly pay (INR) exclusive of GST	11098		
Bonus (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	55		
EDLI (INR Monthly)	55		
Provident Fund (INR Monthly)	1331.76		
ESI (INR Monthly)	360.69		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	8		
Total Amount (Formula)   कुल राशि (सूत्र) : ( ((Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)+EPF Admin Charges (INR Monthly))*1.18+ (Percentage of Service charge*(Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+EPF Admin Charges (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly))/100))*Tenure/ Duration of Employment (In Months)*Number of Resources to be hired )			
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)			379273.23
Total Addon Value   कुल ऐडऑन मूल्य (INR)			0
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)			379273.23
Additional Details   अतिरिक्त जानकारी			
<div><div>• Title for Optional Allowance 2 : 0</div><div>• Title for Optional Allowance 3 : 0</div><div>• Designation : Gunman</div><div>• Title for Optional Allowance 1 : 0</div></div>			
Category Name   श्रेणी नाम : Manpower Outsourcing Services - Fixed Remuneration			
Billing Cycle   बिलिंग चक्र : monthly			
Description   विवरण		Number of Resources to be hired	Percentage of Service charge
Post Graduation	Not Required	4	4.5
District	NA		
Educational Qualification	Graduate		
Zipcode	NA		
Experience	0 to 3 Years		
List of Profiles	Computer Operator		
Specialization for PG	Not Applicable		
Specialization	Any Stream		
Type of Function	Admin		
Basic monthly pay (INR) exclusive of GST	13750		
Bonus (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	68.75		

EDLI (INR Monthly)	68.75		
Provident Fund (INR Monthly)	1650		
ESI (INR Monthly)	447		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	8		
Total Amount (Formula)   कुल राशि (सूत्र) : ( ((Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)+EPF Admin Charges (INR Monthly))*1.18+ (Percentage of Service charge*(Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+EPF Admin Charges (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly))/100))*Tenure/ Duration of Employment (In Months)*Number of Resources to be hired )			
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		626592.4	
Total Addon Value   कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)		626592.4	
Additional Details   अतिरिक्त जानकारी			
<ul style="list-style-type: none"><li>Title for Optional Allowance 1 : 0</li><li>Designation : Computer Operator Grade B</li><li>Title for Optional Allowance 3 : 0</li><li>Title for Optional Allowance 2 : 0</li></ul>			
Category Name   श्रेणी नाम : Manpower Outsourcing Services - Fixed Remuneration			
Billing Cycle   बिलिंग चक्र : monthly			
Description   विवरण		Number of Resources to be hired	Percentage of Service charge
Post Graduation	Not Required	2	4.5
District	NA		
Educational Qualification	Secondary School		
Zipcode	NA		
Experience	0 to 3 Years		
List of Profiles	Sweeper		
Specialization for PG	Not Applicable		
Specialization	Any Stream		
Type of Function	Others		
Basic monthly pay (INR) exclusive of GST	10089		
Bonus (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	50		
EDLI (INR Monthly)	50		
Provident Fund (INR Monthly)	1210.68		
ESI (INR Monthly)	327.89		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	8		
Total Amount (Formula)   कुल राशि (सूत्र) : ( ((Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)+EPF Admin Charges (INR Monthly))*1.18+ (Percentage of Service charge*(Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+EPF Admin Charges (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly))/100))*Tenure/ Duration of Employment (In Months)*Number of Resources to be hired )			
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		229860.37	
Total Addon Value   कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)		229860.37	
Additional Details   अतिरिक्त जानकारी			
<ul style="list-style-type: none"><li>Title for Optional Allowance 2 : 0</li><li>Title for Optional Allowance 3 : 0</li><li>Designation : Sweeper</li><li>Title for Optional Allowance 1 : 0</li></ul>			
Category Name   श्रेणी नाम : Manpower Outsourcing Services - Fixed Remuneration			

Billing Cycle   बिलिंग चक्र : monthly			
Description   विवरण		Number of Resources to be hired	Percentage of Service charge
Post Graduation	Not Required	4	4.5
District	NA		
Educational Qualification	Graduate		
Zipcode	NA		
Experience	3 to 7 Years		
List of Profiles	Administrative Operator or Office Assistant or Executive Assistant		
Specialization for PG	Not Applicable		
Specialization	Any Stream		
Type of Function	Admin		
Basic monthly pay (INR) exclusive of GST	17000		
Bonus (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	85		
EDLI (INR Monthly)	85		
Provident Fund (INR Monthly)	2040		
ESI (INR Monthly)	553		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	8		
Total Amount (Formula)   कुल राशि (सूत्र) : ( ((Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)+EPF Admin Charges (INR Monthly))*1.18+ (Percentage of Service charge*(Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+EDLI (INR Monthly)+Bonus (INR Monthly)+EPF Admin Charges (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly))/100))*Tenure/ Duration of Employment (In Months)*Number of Resources to be hired )			
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)			774709.6
Total Addon Value   कुल एडऑन मूल्य (INR)			0
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)			774709.6
Additional Details   अतिरिक्त जानकारी			
<div>• Title for Optional Allowance 1 : 0</div> <div>• Title for Optional Allowance 2 : 0</div> <div>• Title for Optional Allowance 3 : 0</div> <div>• Designation : Office Assistant</div>			
Category Name   श्रेणी नाम : Manpower Outsourcing Services - Fixed Remuneration			
Billing Cycle   बिलिंग चक्र : monthly			
Description   विवरण		Number of Resources to be hired	Percentage of Service charge
Type of Function	Others	1	4.5
Post Graduation	Not Required		
List of Profiles	Driver - LMV		
District	NA		
Educational Qualification	Secondary School		
Specialization for PG	Not Applicable		
Specialization	Any Stream		
Zipcode	NA		
Experience	3 to 7 Years		
Basic monthly pay (INR) exclusive of GST	12432		
Bonus (INR Monthly)	0		
EPF Admin Charges (INR Monthly)	62		
EDLI (INR Monthly)	62		
Provident Fund (INR Monthly)	1491.84		
ESI (INR Monthly)	404		
Optional Allowances 1 (INR Monthly)	0		
Optional Allowances 2 (INR Monthly)	0		
Optional Allowances 3 (INR Monthly)	0		
Tenure/ Duration of Employment (In Months)	8		
Total Amount (Formula)   कुल राशि (सूत्र) :			



This is a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Manpower Hiring Agency/Service Provider. The purpose of this Agreement is to facilitate implementation of Manpower Hiring Service at the Buyer's premises, or any other premises approved by the Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless mutually extended by both the parties.

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

- I. General terms and conditions for Services; ("GTC")
- II. Service Specific Standard Terms and Conditions ("STC") of the Services contracts shall include the service level agreement (SLA) for the service.
- III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.

The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the scope of work and SLA as enumerated in this document shall be construed to be part of the Contract/Agreement between the Buyer and Service Provider.

## 2 Objectives and Goals

The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:

- I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- II. Present a clear, concise, and measurable description of services offered to the Buyer
- III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

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

## 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, permitted assignees, successors and nominees as described in the agreement  
The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions.

## 4 Terms & Conditions

### 4.1 Buyer's Obligations:

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

### 4.2 Service Provider's Obligations:

- i. The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.
- ii. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.
- iii. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 & shall get reimbursed from the buyer.
- iv. The service provider/contractor shall be responsible for paying proportionate gratuity to contract labour who have rendered continuous service as per the provisions of the Payment of Gratuity Act, 1972
- v. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
- vi. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- vii. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
- viii. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
- ix. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
- x. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- xi. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:

- i. List of persons deployed (monthly)
- ii. Biodata/ resume with antecedents' details (at the time of deployment)
- iii. Copy of Aadhaar Card of the candidates (at the time of deployment)
- iv. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
- v. Identity proof and residential proof (at the time of deployment)
- vi. Copy of police verification certificate (at the time of deployment)
- vii. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
- xii. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- xiii. The Attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
- xiv. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
- xv. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
- xvi. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.
- xvii. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resources. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
- xviii. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- xix. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
- xx. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
- xxi. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- xxii. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
- xxiii. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
- xxiv. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
- xxv. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.
- xxvi. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- xxvii. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
- xxviii. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.
- xxix. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
- xxx. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- xxxi. The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.
- xxxii. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
- xxxiii. The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.
- xxxiv. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
- xxxv. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
- xxxvi. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

#### 4.3 Special Terms & Conditions:

- i. As per the Contract Labour Regulation and Abolition Act, 1970, the service provider/contractor shall be responsible for ensuring that wages are paid to the contract labour on time. The principal employer/buyer shall ensure that the wages are paid on time to the contract labour by the service provider/contractor. In case the service provider/contractor fails to pay the wages on time or makes short-payment, the principal employer/buyer shall be liable to pay the wages to the contract labour directly and recover the amount from the service provider/contractor.
- ii. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider. An indicative list of central labor laws is provided under Annexure 1.
- iii. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
- iv. No advance payment shall be made to the Service Provider.
- v. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- vi. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.
- vii. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, documentary proofs for PF/ESI/EDLI etc. payments. Non-submission of the same may lead to delay/ deduction in payment.
- viii. All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- ix. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made.
- x. In case of any changes in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.
- xi. Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal



xii. Buyer will review the documents provided by service provider & may either accept or reject based on actual performance. If required, buyer may impose any non-delivery deductions, SLA deductions, over & above the invoice submitted by service provider.

## 5 Deductions

Deductions can be imposed by the Buyer for the following:

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.		
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act		
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
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 buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value

		Deductions		
S. No.	Description	1st Instance	2nd Instance	3rd Instance
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	-
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value

## 6 Payment Terms

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

## 7 Undertaking

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

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

## 8 Formula Used

### 8.1 Cumulative Cost (Monthly): -

"m" = "bp" + "esi" + "pf" + "edli" + "bonus" + "admin" + "nm1" + "nm2" + "nm3"

Where,

"bp" = Basic monthly pay (INR) exclusive of GST

"pf" = Provident Fund (INR Monthly)

"edli" = EDLI (INR Monthly)

"esi" = ESI (INR Monthly)

"bonus" = Bonus (INR Monthly)

"admin" = EPF Admin Charge (INR Monthly)

"nm1" = Optional Allowance 1 (INR Monthly)

"nm2" = Optional Allowance 2 (INR Monthly)

"nm3" = Optional Allowance 3 (INR Monthly)

"m" = Cumulative Cost (INR Monthly)

### 8.2 Total: -

"tcv" =  $(m * 1.18 + m * sc / 100) * t * q$

Where

"tcv" = Total Contract Value

"m" = Cumulative Cost (Monthly) as calculated in 10.1 above

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

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

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

## Annexure - 1

- The Minimum Wages Act, 1948
- The Payment of Wages Act, 1936
- The Payment of Bonus Act, 1965
- The Equal Remuneration Act, 1976
- The Trade Unions Act, 1926
- The Industrial Employment (Standing Orders) Act, 1946.
- The Industrial Disputes Act, 1947

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

#### Corrigendum | शुद्धिपत्र

1. **Extended Upto** | तक बढ़ाया गया : 2023-06-07 10:00:00  
2. **Extended Upto** | तक बढ़ाया गया : 2023-06-09 10:00:00

#### Additional Required Data/Document(s) : Buyer | अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

1. **The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years** : The Bidder should have executed at least 1 No. projects with contract value not less than (Rs-50 Lac) for contract of providing manpower services to Central/ State Government Departments  
2. **The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years** : The Bidder should have executed at least 1 No. projects with supply of 30 no. of manpower in each contract of providing manpower services to Central/ State Government Departments  
3. **Geographic Presence: Office registration certificate** : Prayagraj  
4. **Scope of work & Job Description** : [click here](#)

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

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

#### ePBG Detail | ईपीबीजी विवरण

Advisory Bank | सलाहकार बैंक :

NA

ePBG Percentage(%) | ईपीबीजी प्रतिशत (%) :

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

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

## 2.1 Generic

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

## 2.2 Generic

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

## 2.3 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.

## 2.4 Service & Support:

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

## 2.5 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 2.6 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.

## 2.7 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Secretary UPHESC

payable at

Prayagraj

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 2.8 Human Resource Service:

Continuity of resources deployed by Service Provider: Successful Service provider will ensure continuity of any allocated / deployed resources with the prior consent of the buyer department. Deployed resources cannot be replaced by Service Provider without prior approval of buyer. Any replacement will also be provided through Sewayojan Portal only.

## 2.9 Human Resource Service:

Deployment of Existing working / deployed resources:

30

number of Existing working / deployed resources of the procurement department having job satisfactory certificate, will be continued by the successful Service Provider under the new contract also – subject to their consent to the Terms and conditions of new contract concluded on the basis of this bid.

## 2.10 Human Resource Service:

Recruitment mandated through Sewayojan Portal: Recruitment of candidates is mandated through Sewayojan Portal (url:www.sewayojan.up.nic.in). Successful bidder / Service Provider has to select candidates registered on the Sewayojan Portal only for deployment under this contract. As such successful Service provider will have to make available adequate number of candidates / resources registered on sewayojan portal for selection / short listings by the Buyer department For 1 employee selection five times and for 2 or more than 2 employees to be three times, subject to the min of 10 candidates.

## 2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

The Applicant Should Have ISO 9001 Certificate.

## 2.12 Buyer Added Bid Specific ATC:

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

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

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