

Contract

Contract No: GEMC-511687701008133

Generated Date:08-Jun-2019

Bid/RA No:GEM/2019/B/233821

Organisation Details

Type: Central Autonomous
Ministry: Ministry of Human Resource Development
Department: Department of School Education and Literacy
Organisation Name: National Institute of Open Schooling (NIOS)
Office Zone: Noida

Buyer Details

Name: Kamal Singh
Designation: Section Officer
Contact No.: -
Email ID: buyer4.nios.noida@gembuyer.in
GSTIN: 09AAATN4906C1ZT
Address: A 24/25 INSTITUTIONAL AREA SECTOR 62 NOIDA,
GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201309, India

Financial Approval Detail

IFD Occurrence : No
Designation of Administrative Approval : secretary
Designation of Financial Approval : secretary

Consignee Detail

S.No	Consignee Name	Service Procured	Service Details including Add On	Quantity
1	Shoab Raza Khan Landline-120-4089824- con4.nios.delhi@gembuyer.in A 24/25 INSTITUTIONAL AREA SECTOR 62 NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201309, India	Security Service (Manpower Hiring)	Minimum Wage per Shift (Including PF, ESI, ELDI, Admin Charge) in INR : 905 Number of Service Days in a Month : 26	9

Service Provider Details

Company Name: GARUDA SECURITY SERVICES
Email ID: garuda121@rediffmail.com
Address: ,
ALLAHABAD, Uttar Pradesh-211004, -

Service Details

Contract Start Date : 01-Jul-2019 00:00:00

Contract End Date : 06-Jul-2020 00:00:00

Service	Quantity	Rate Sheet	Estimated Amount
Security Service (Manpower Hiring) Billing Cycle : 30 day Category Name : Security Manpower Service district : zipcode : Working Days in a Week : 6 Category of Personnel : Armed Security Guard Add-ons : - Not Applicable	9	Other Charges Including Allowances over and above Minimum Wage (% Per Month)	1.180 3,070,714.41
Total Estimated Amount Including All Duties and Taxes in INR			3,070,714.41

SLA Details - Security Service (Manpower Hiring)

SECURITY MANPOWER SERVICE

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Security Services provider. The purpose of this agreement is to facilitate

implementation of Security Measures at the Buyer's premises. The service provider would provide the required equipment and personnel for the mentioned shifts as per the requirements

of the buyer. This Agreement outlines the Scope of Work, Stakeholder's obligation and General Terms and Conditions of all 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:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Establish 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.

3. Stakeholders

The four main stakeholders associated with this SLA are:

1. Service Provider(s)
2. Buyer
3. Paying Authority

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.

4. Service Agreement

4.1. Service Scope

Roles	Desired Qualification	Responsibilities
Security Consultant	<ul style="list-style-type: none">• Should be in a position to organize the security force, suggest improvement in all matters of policy in respect of security as an adviser.• Minimum Experience of 5 years	<ul style="list-style-type: none">• Overall responsible for all security, vigilance and firefighting activities including maintenance of documents.
Security Supervisor	<ul style="list-style-type: none">• Should be ex-servicemen not below the rank of Hony. Captain/ Subedar Major (J.C.O.) or equivalent rank in any paramilitary force.• Should have ample knowledge in firefighting functions.• Minimum Experience 3 years	<ul style="list-style-type: none">• Should also carryout or supervise protocol activities of receiving, escorting, seeing off VIPs to and to liaise with police and other investigating agencies as and when required by.• Should be available in general shift on all working days.
Security Guard with Gun	<ul style="list-style-type: none">• Should have knowledge of Security related matters,	<ul style="list-style-type: none">• Work in shifts round the clock.

	<ul style="list-style-type: none"> industrial safety and allied functions Minimum 12th pass with preferably some experience / 10th pass with 2 years' experience. Medically fit, Good physique and personality is a prerequisite. Minimum Experience 3 years 	
Security Guard without Gun	<ul style="list-style-type: none"> Should have knowledge of Security related matters, industrial safety and allied functions Minimum 12th pass with preferably some experience / 10th pass with 2 years' experience. Medically fit, Good physique and personality is a prerequisite. 	<ul style="list-style-type: none"> Work in shifts round the clock.
Baggage Inspector	<ul style="list-style-type: none"> Minimum 12th pass with preferably some experience Background of screening solutions Minimum Experience 1 years 	<ul style="list-style-type: none"> Work in shifts round the clock.
Lady Guard	<ul style="list-style-type: none"> Minimum 12th pass with preferably some experience Minimum Experience 1 years 	<ul style="list-style-type: none"> Should be available in general shift on all days except Sundays.
Fire Guard	<ul style="list-style-type: none"> Minimum 12th pass with preferably some experience Background of fire handling and emergency management Minimum Experience 1 years 	<ul style="list-style-type: none"> Work in shifts round the clock. Overall responsible for all security, vigilance and firefighting activities including maintenance of documents.
CCTV Operator	<ul style="list-style-type: none"> Minimum 12th pass with preferably some experience Background of surveillance and monitoring Minimum Experience 3 years 	<ul style="list-style-type: none"> Work in shifts round the clock. Overall responsible for all security, vigilance including maintenance of documents.
Ex-ServiceMan	<ul style="list-style-type: none"> Minimum 12th pass with preferably some experience Should have a licensed Gun Should be EX- Army, EX- BSF, 	<ul style="list-style-type: none"> Work in shifts round the clock.

PSO	<ul style="list-style-type: none">• Minimum 12th pass with preferably some experience• Minimum Experience 3 years	<ul style="list-style-type: none">• PSO's should be physically fit, mentally alert and willing to take risks.• He/ she should be adept in the use of firearms, communication equipment, unarmed combat and in administering of first-aid.
PSO cum Driver	<ul style="list-style-type: none">• Minimum 12th pass with preferably some experience• Background of surveillance and monitoring• Valid Driving License• Minimum Driving Experience 3 years	<ul style="list-style-type: none">• PSO's should be physically fit, mentally alert and willing to take risks.• He/ she should be adept in the use of firearms, communication equipment, unarmed combat and in administering of first-aid.• Should be a Skilled Driver.
Guard cum Receptionist	<ul style="list-style-type: none">• Minimum 12th pass with preferably some experience• Basic Computer knowledge is preferred.	<ul style="list-style-type: none">• Work in shifts round the clock.• Overall responsible for all security, vigilance including maintenance of documents.
Guard cum Driver	<ul style="list-style-type: none">• Minimum 12th pass with preferably some experience• Valid Driving License• Minimum Driving Experience 3 years	<ul style="list-style-type: none">• Work in shifts round the clock.• Should be a skilled Driver
Security Marshal	<ul style="list-style-type: none">• Minimum 12th pass with preferably some experience• Should have a good knowledge of Security related matters.	<ul style="list-style-type: none">• Will patrol the whole campus for normal function.• Track any suspicious activity on the field.• If a person is acting in a dangerous or unseemly manner, the bouncer's job is to warn that person and, if needed, eject them from the venue.
Civilian Bouncer	<ul style="list-style-type: none">• Minimum 12th pass with preferably some experience• He should be able to determine what to do quickly before a situation gets out of control.	<ul style="list-style-type: none">• Will make sure nobody is acting aggressively or destructively, and protects property and equipment from damage.• If a person is acting in a dangerous or unseemly

manner, the bouncer's job is

to warn that person and, if needed, eject them from the venue.

- Should also carryout or supervise protocol activities of receiving, escorting, seeing off VIPs.

*The above list of duties is only illustrative and not exhaustive.

4.1.1 Additional Responsibilities

1. To provide security services for the protection of life and property against theft, pilferage, fire etc, safety to manpower, guiding visitors to the concerned officials/occupants, regulating entry of unwanted visitors/salesmen and maintenance of visitor's register.
2. To prevent entry of stray animals like cow, dogs etc. round the clock patrolling of the site(s).
3. Checking of gate passes and allowing the exit of material accordingly to regulate the entry and exit of vehicles.
4. Control the access of persons/vehicles into and out of the complex.
5. Responsible for frisking and checking of visitors during and after office hours.
6. The agency shall maintain records of inwards and outwards movement of men materials and vehicles, etc. with proper check as per instructions given from time to time by competent authority.
7. Ensuring the complete safety and security of man and materials.
8. Parking and traffic management within the premises.
9. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills.
10. visitor management in common, and during other special occasions.
11. Having effective control on movement of materials in / out.
12. Physical guarding of entry / exit points.
13. Screening / directing of visitors.
14. Patrolling and guarding various common areas & surroundings to ensure adequate safety and security.
15. Assisting the occupants during the Emergency Evacuation of the building.
16. Rescue operation of passengers stranded in the lifts
17. Complete Disaster Management in case of Emergencies/ Disasters
18. Providing of Adequate Security as per the Requirement.
19. Ensuring and Monitoring the Operational condition of Boom Barriers & Access Control System.
20. Liaison with appropriate agencies in case of emergencies/Disaster & well equipped with their update contact numbers.
21. Lodging of complaints/FIRs in case of emergency/disaster under intimation.

4.2. Terms and Conditions

4.2.1. Buyer's Obligations

1. The Buyer Department will give basic training/familiarization of the Security and door keeping services required to be done by the personnel to be deployed by the Service Provider under the contract for 2 to 3 days and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.

4.2.2. Service Provider Obligations

1. 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.
2. The Service Provider will provide a log book register for making entries by the security personnel of their presence at duty site.
3. The Service Provider shall provide at his own cost proper clean uniform with whistles and badges and also photo identity cards as per laid down rules for Private Security Agencies.
4. 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.
5. The Service Provider shall bear all the expenses incurred on the following items i.e. Provisioning of torches and cells, lathis/batons and other equipment to security staff, stationary for writing duty charts and registers at security checkpoints and records keeping as per requirements.

4.2.3. Special Terms and Conditions

1. The antecedents of security staff deployed shall be verified by the Service Provider from local police authority and an undertaking in this regard to be submitted to the department and department shall ensure that the Service Provider complies with the provisions.
2. The Service Provider will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Buyer Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
3. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Service Provider deployed, the supervisory staff will move in their areas of responsibility.
4. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Buyer Department.
5. The security staff shall not accept any gratitude or reward in any form.
6. The Service Provider shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
7. Under the terms of their employment agreement with the Service Provider the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.
8. The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
9. The Service Provider shall be responsible to maintain all property and equipment of the

Buyer Department entrusted to it.

10. The Service Provider will not be held responsible for the damages/sabotage caused to the property of the Buyer Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
11. The Service Provider will deploy supervisors as per the need given by the Buyer Department. The supervisor shall be required to work as per the instructions of Buyer Department.
12. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Buyer Staff and should project an image of utmost discipline. The Department shall have right to have any person moved in case of its staff complaints or as decided by representative of the Buyer Department if the person is not performing the job satisfactorily or otherwise. The Service Provider shall have to arrange the suitable replacement in all such cases.
13. The personnel will have to report to the Buyer Department's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Buyer Department.
14. The Service Provider shall deploy his personnel only after obtaining the Buyer Department approval upon duly submitting curriculum vitae (CV) and police verification details of personnel,
15. Buyer shall be informed at least one week in advance and Service Provider shall be required to obtain the Department's approval for all such changes along with their CVs.
16. Security staff engaged by the Service Provider shall not take part in any staff union and association activities.
17. Other parameters of the uniform shall conform to the specifications in the PSARA 2005.
18. Training of the staff must be as per PSARA 2005 before deployment.
19. The Security Agency should get medical check-up of its deployed staff at the time of their induction to ensure their fitness for the job assigned and annual medical check-ups as prescribed under PSARA. A record of the same shall be maintained in the personal file of the security personnel.
20. Physical standards for Security Guards should be as per the PSARA 2005.
21. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
22. 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.
23. The Service Provider shall ensure the following in respect of his employees-
 1. The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government organisations. However, they have to work on holidays, if necessary and required based on demand of work.
 2. In an event of deployed personnel availing leave, and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with buyer.
 3. Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
 4. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between buyer and seller prior to deployment of manpower.

5. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
6. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality 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.
25. In case of services hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis. 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.
26. The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has have registration for income tax.
27. 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 so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
28. 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.
29. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
30. 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.
31. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer , emergencies, exempted.
32. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
33. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
34. 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.
35. 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.

36. 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.
37. Any other Terms and Conditions as mentioned in the Miscellaneous Terms and Conditions for Services.

4.2.4. Payment

1. The Service Provider Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer Department for reimbursement of employer share only.
2. Employers share of EPF & ESI actually deposited to the respective authorities with proof of deposit of both employee and employer share by the end of the second week of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed.
3. The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.
4. The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.
5. 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.
6. The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
7. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
8. 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.
9. All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
10. The Service Provider shall ensure payment regularly for 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.
11. In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.
12. Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.
13. The Breakup of the components to be provided to the Buyer Department. The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.
14. The Total Price includes Minimum Wage, ESI, EPF, Admin Charge and GST on the mentioned components. Service Provider will thus quote over and above the following

components as a Service Charge and Special Allowance if any:

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

1. 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.
2. 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.
3. The Buyer may calculate their requirement of resources based on 8 hours per shift, Example: For hiring security personnel for a month (30 Service Days) to offer the services for 24 hours on a 3 shift basis, the required number of resources would be 90 personnel for the month.

5. Breach of contract

The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of SLAs beyond 3 instances in the entire contractual period shall be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.

6. Penalties and Termination

1. The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement.
2. In the event of any breach of the agreement, the same may be terminated and further the work may be got done from another Service Provider at the risk and cost of the Service Provider.

S No	Service Level Agreement	Baseline Performance	Penalties for breach		
			1 Instance	2 Instance	3 Instance
1	Delay deployment of security personnel as per schedule decided between buyer and the service provider	On time	1% of billed amount for respective month	1.5% of billed amount for respective month	2% of billed amount per instance thereon
2	Public complaint attributable to misconduct/ misbehavior of security personnel is received	Zero	Replacement of security personnel	1.5% of billed amount for respective month	2% of billed amount per instance thereon
3	Security Personnel Not found displaying photo ID / or not in	Zero	1% of billed amount for respective	1.5% of billed amount for respective	2% of billed amount per instance

	proper uniform		month	month	thereon
4	Security Personnel indulging in drinking / sleeping	Zero instances	NA	1% of billed amount for respective month	1.5% of billed amount per instance thereon
5	If the Resource is absent or takes leave without informing or taking prior approval.	A penalty equal to double the wages of number of staff absent on that day shall be levied.			
6	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.			

A.1. Appendix: Eligibility Criterion for Service Provider

SNo.	Criteria	Basics for evaluation	Supporting Documents Required
1	Service Provider should have PSARA certification.	Valid certificate for each Location where the Service Provider is providing the Service.	Certificate with validity dates for the Service

Terms and Conditions

1. General terms and conditions

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

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

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

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

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

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

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

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

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

1.10 Financial Certificate:

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

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

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

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

2. Additional Terms and conditions

2.1 Scope of Service (Bid price to include all cost components) : SLA and Penalty Clauses as mentioned in the Service Level Agreement of the Service

2.2 Procurement under this bid is reserved for purchase of Services from : Local Supplier as defined in Public Procurement (Preference to Make in India) Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products.

2.3 Purchase preference will be given to : (if L-1 is not from selected category and Service Provider (s) from selected category has/have quoted price within L-1+ ----(to be specified) % of margin of purchase preference /price band defined in relevant policy, such Service Provider shall be given opportunity to match L-1 price and award contract for percentage of total value as defined/ decided in relevant policy) Local Supplier as defined in Public Procurement (Preference to Make in India) Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products.

2.4 Execution of Service (Log Sheet) : The Service Provider will create Logs for each Service rendered. Before generation of the Bill, Logs will be verified by Buyer / Consignee. Some Miscellaneous detections if any arise during the execution of the Service and also meeting the requirement of the Contract.

2.5

Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.