

# Contract

**Contract No:** GEMC-511687772635409

**Generated Date:** 24-Apr-2019

**Bid/RA No:** GEM/2019/B/205378

Organisation Details	Buyer Details
Type: Central Autonomous	Name: Kamal Singh
Ministry: Ministry of Human Resource Development	Designation: Section Officer
Department: Department of School Education and Literacy	Contact No.: -
Organisation Name: National Institute of Open Schooling (NIOS)	Email ID: purchase@nios.ac.in
Office Zone: Noida	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 : chairman
Designation of Financial Approval : chairman

Consignee Detail				
S.No	Consignee Name	Service Procured	Service Details including Add On	Quantity
1	Shoaib Raza Khan Landline-- manojjain@nios.ac.in A 24/25 INSTITUTIONAL AREA SECTOR 62 NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201309, India	Human Resource Outsourcing Service	<b>Minimum Wage Per Day (Including ESI,PF,ELDI, PF Admin Charge,other components) in INR Exclusive of GST : 631</b> <b>Number of Service Days in a Month : 22</b>	50

Service Provider Details	
Company Name:	HYBRID FLEET MANAGEMENT PRIVATE LIMITED
Email ID:	manmeet.singh@hybridfm.in
Address:	, NEW DELHI, DELHI-110027, -

Service Details	
<b>Contract Start Date :</b> 25-Apr-2019 00:00:00	<b>Contract End Date :</b> 30-Apr-2020 00:00:00

Service	Quantity	Rate Sheet	Estimated Amount
<b>Human Resource Outsourcing Service</b> Billing Cycle : monthly Category Name : Human Resource Outsourcing Service Number Of Working Days in Week : 5 Qualifications : Under Matriculate Category of Service : Office Helper Experience (in Years) : 0-3 Add-ons : - Not Applicable	50	Other Charges Including Allowances over and above Minimum Wage (% Per Month)	1.180 10,064,611.5
Total Estimated Amount Including All Duties and Taxes in INR			10,064,611.5

SLA Details - Human Resource Outsourcing Service
<b>HUMAN RESOURCE OUTSOURCING SERVICE</b>  1. Agreement Overview  This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Human Resource Outsourcing Service Provider. The purpose of this agreement is to facilitate implementation of Human Resource Outsourcing Services 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 Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

## 1.1. Stakeholders

The main stakeholders associated with this SLA are:

- 1) Service Provider(s)/Service Provider
- 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.

### 1. 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 all the parties understand the consequences in case of termination of services due to any of the stated reasons

### 1. Service Scope

#### 3.1 Introduction

Human Resources (HR) as a service on the Government e-Marketplace (GeM) website would help provide the Buyers with support services to assist in their day-to-day operations by empanelling Service Providers with manpower adept in the field of administration. The service is geared to feature a full array of qualified professionals with different areas of expertise.

Twenty-Six areas of professional services have been considered as a part of HR services. These are manpower with expertise in the fields of administration, audit, court reporting, messenger services, receptionists, service order dispatching, personnel assistance, etc as listed below. However, the list of available expertise can be modified as per the requirements of the Buyer.

The key features of the proposed service shall be as follows:

- Availability of manpower on monthly, quarterly and yearly basis or as per order.
- The manpower shall be available in different geographic regions.
- The manpower shall be segregated in different levels based on their experience.

#### 3.2. Service Provider's Obligations

1. A 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 on a monthly, quarterly and yearly basis, as per the requirements of the Buyer.
2. The Service Provider shall provide Manpower Services at Buyer's premises as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
3. The Service Provider shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Service Provider only and the Buyer shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Service Provider.
4. The Service Provider shall submit to Buyer the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities every month. The Service Provider shall submit to the Buyer the list of EPF Account numbers of the outsourced manpower, copy of annual EPF slip, copy of ESIC card. The details of submission of EPF and ESIC contribution to the concerned authorities by the Service Provider shall be submitted on every month to the Buyer.
5. The Service Provider shall produce to the Buyer the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
6. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
7. The Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
8. The Service Provider shall issue identity cards / identification documents to all its employees who will be instructed by the Service Provider to display the same.
9. The personnel of the Service Provider shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
10. The Service Provider shall also provide at its own cost all benefits statutory or otherwise to its employees and the Buyer shall not have any liability whatsoever on this account. The Service Provider shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour

(Regulations Abolition Act) or any other law in force.

11. The Service Provider shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost in April and October each year. (An add on against this has been proposed as it may not be applicable for all categories)
12. The Service Provider shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Service Provider
13. The Service Provider shall submit a copy of wages sheet showing monthly wages paid to its personnel.
14. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
15. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Buyer.
16. The Service Provider shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

### 3.3. Buyer's Obligations

1. Except as expressly otherwise provided, the Buyer shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Service Provider's employees to carry out the Services.
  2. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.
- The Buyer shall not be under any obligation for providing empanelment to any of the personnel of the Service Provider after the expiry of the contract. The Buyer does not recognize any employee employer's relationship with any of the workers of the Service Provider.

### 3.4. Job Responsibilities

Manpower would be required to provide their services in the following fields:

#	Category (Office)	Scope of Work
1	Administrative Operator or Office Assistant or Executive Assistant	<p>Create and manages documentation in electronic and hard copy formats.</p> <p>Assist with program planning and development.</p> <p>Indicate rule position and provide advanced office support, plan and organise administrative operations.</p> <p>Prepare required reports, arrange travel for staff, assemble material for meetings and order supplies.</p> <p>Develop spreadsheets and reports to track budgets, expenditures.</p> <p>Provide formatting and editing for reports, proposals and presentations.</p> <p>Maintain departmental calendar and schedule meetings.</p>
2	Accounting Operator	<p>Maintain accounting records, assure generally accepted accounting principles are followed and perform accounting studies and financial analysis.</p> <p>Assess products and procedures for compliance with government standards, accounting principles, and internal controls.</p> <p>Assess operational weaknesses, perform process improvement analysis.</p> <p>Compile narrative, statistical and graphical material concerning budgetary issues.</p> <p>Provide budgetary and financial advice in the development of budget requirements.</p>
3	Court Reporter	<p>Create verbatim transcripts of speeches, conversations, legal proceedings, meetings, and other events.</p> <p>Responsible for ensuring a complete, accurate, and secure legal record.</p> <p>Assist judges and trial attorneys in a variety of ways, such as organizing and searching for information in the official record or making suggestions to judges and attorneys regarding courtroom administration and procedure.</p> <p>Provide closed-captioning and real-time translating services to the deaf and hard-of-hearing community. Electronic reporters and transcribers learn their skills on the job.</p>

4	Messenger Courier	<p>Deliver messages, documents, packages and mail to various business concerns or governmental agencies.</p> <p>Miscellaneous errands such as carrying mail within the base and sorting/opening incoming and outgoing mail</p> <p>Obtain receipts for articles delivered and keep a log of items received and delivered.</p> <p>Deliver items to offices and departments within an establishment.</p>
5	Film/ Tape Librarian	<p>Administer the films and other audio visual material in the library.</p> <p>Advise other library personnel on audio visual materials and appropriate selection for particular needs and uses.</p> <p>Establish and maintain contact with major film distributors and resources for procurement of tapes and cassettes.</p> <p>Evaluate materials, considering their technical, informational, and aesthetic qualities, and selects materials for library collections.</p> <p>Prepare summaries of acquisitions and maintain a catalogue.</p> <p>May operate film projectors, splicers, film inspection equipment, and tape and record playing equipment.</p> <p>May also train personnel in operation and maintenance of audio-visual equipment.</p>
6	Data Entry Operator	<p>Handling of official communication preferably in English/Hindi.</p> <p>Data entry and verification, data validation, reconciliation of validation errors.</p> <p>Preparation of documents, letters and tables, PowerPoint presentations, document conversion and computer file handling.</p> <p>Cataloguing, filing, maintenance of files.</p> <p>Movement of files from one room to other as per instructions of the officers and staff.</p> <p>Taking regular backup of data/files on computer.</p>
7	Personnel Assistant	<p>Provide support to other Human Resource personnel.</p> <p>Support in file maintenance, record maintenance and other basic HR functions.</p> <p>Evaluate and consolidate information from various sources under short deadlines, such as internal or external survey information, reporting on company employment statistics (retention, equal opportunity reporting, etc.)</p> <p>May be involved in identifying potential issues and grievance procedures, in addition to documenting necessary information to avoid company threat.</p> <p>May make recommendations to human resource professionals on job classification, wage rates, and employee salaries.</p>
8	Secretary attached to senior officers	<p>Respond to routine telephone requests, refer calls and visitors to appropriate staff.</p> <p>Control mail and assure timely staff response, and send form letters.</p> <p>Maintain supervisor's calendar, make appointments, and arrange for meeting rooms.</p> <p>Review materials prepared for supervisor's approval for typographical accuracy and proper format.</p> <p>Requisition supplies, printing, maintenance or other services, type, take and transcribe dictation, create and maintain office files.</p> <p>Make arrangements for conferences and meetings and assemble established background materials as directed.</p> <p>Review outgoing materials and correspondence for internal consistency and</p>

		<p>conformance with supervisor's procedures.</p> <p>Explain to subordinate staff supervisor's requirements concerning office procedures, coordinate personnel and administrative forms for the office and forwards for processing.</p> <p>Anticipate and prepare materials needed by the supervisor for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs supervisor on matters to be considered.</p>
9	Dispatcher	<p>Dispatch workers, work crews, equipment, or service vehicles to appropriate locations according to the requests, specifications or needs.</p> <p>Record and maintain files and records of customer requests, work or services performed, charges, expenses, inventory, and other dispatch information.</p> <p>Monitor personnel and/or equipment locations and utilization in order to coordinate service and schedules.</p> <p>Confer with customers or supervising personnel in order to address questions, problems, and requests for service or equipment.</p> <p>Relay work orders, messages, and information to or from work crews, supervisors, and field inspectors using telephones or two-way radios.</p>
10	Stenographer	<p>Take dictation in shorthand of correspondence, reports, and other matter, and operates typewriter to transcribe dictated material.</p>
11	Receptionist Cum Operator	<p>Greeting visitors, determining nature of visits and directing visitors to appropriate persons.</p> <p>The Receptionist may also have other duties such as recording and transmitting messages, keeping records of calls placed, providing information to callers and visitors, making appointments, keeping a log of visitors, and issuing visitor passes.</p>
12	Multi-tasking Staff	<p>Serving water snacks/tea etc. to officers, staff and guests as per the instructions of offices and staff.</p> <p>Manage incoming and outgoing files/letters/packages.</p> <p>Visiting offices to distributes/receive office documents.</p> <p>Binding/repairing of office documents.</p> <p>Organise and maintaining cleanliness of work area/desk.</p> <p>All day to day preventive maintenance jobs related to proper functioning of all sanitary items in toilets, to check for any leakages/blockages in pipelines, drains in the toilets in office premises.</p> <p>Monitoring, maintenance and operation of installed water pump for supply of water in water tank, RO Plant, Water coolers for drinking water.</p> <p>Besides above he shall carry out the all other related jobs as and when directed / assigned by the management.</p>
		<p>Proper upkeep and cleaning of the entire Health Centre including the toilets. The mopping of floor and cleaning of toilets (Floor and the WC) is to be done twice a day with cleaning of walls/window/window panes/door /removal of cobwebs in the absence of Nursing Orderly.</p> <p>Proper upkeep and cleaning of other areas in the health centre in terms of dusting of the table /desktops /furniture and equipments in the absence of Nursing Orderly</p> <p>Control influx of patients in the doctor's room in case need arises due to shortage of manpower.</p> <p>Fulfil the role of an attendant to the doctor during examination of patient in case need arises.</p> <p>Assist the Pharmacist in arrangement of Medicine and accompanying during monthly</p>

13	Sweeper cum Guard	<p>indent.</p> <p>Assist the Public Health Nurse and ANM during outreach sessions as attendant.</p> <p>Perform duties of watchmen at the dispensary as specified by the medical officer In-charge on roster basis.</p> <p>To participate in any outdoor activity (Field Camps) for delivery of health care along with other members of the Dispensary</p> <p>To provide drinking water to the doctor and staff in the health centre in the absence of Nursing Orderly. If need so arises should also provide water to Patient as per direction of Medical Officer in charge.</p> <p>He will be responsible for the delivery of documents / collection of documents or any other material to the district headquarters/to the central store and such other place as may be required under instructions from medical officer In-charge in the absence of Nursing Orderly. The official will be paid to and fro bus fare out of the contingency fund maintained in the health centre by the Medical Officer in charge.</p> <p>Will be part of the quick response teams to deliver health care in the field during crisis situations to meet contingency situation</p>
14	Nursing Orderly	<p>When posted with a medical officer he/she will control the influx of patients to the doctor's room.</p> <p>Dusting and cleaning the office furniture, doors, windows etc.</p> <p>He/she will be responsible for the proper upkeep and cleaning of doctor's consulting rooms and other rooms including all furniture, equipment therein.</p> <p>He/she will arrange the doctor's tables and examination table for the patients.</p> <p>He/she will be responsible for the delivery of dak or any other material to the district headquarters/to the central store and other such places as may be required under instructions from medical officer In-charge.</p> <p>Similarly, he will collect any other logistics from the district/state HQ/or any other place as instructed by the MOI/c.</p> <p>He/she will accompany the storekeeper and get the indents from the main store.</p> <p>The nursing orderly/peon will perform duties of watchmen/attendant at the dispensary as specified by the medical officer In-charge at the time of need.</p> <p>Wherever necessary, he/she will arrange for procurement of water for mixture/drinking purposes.</p>
15	Nursing Orderly Supervisor	<p>Check the punctuality of nursing orderly/attendant deployed in dispensaries</p> <p>Resolve the issues of nursing orderly/attendant.</p> <p>Supervisor will report to CDMO and provide supervision of nursing orderly/attendant (visit at least 3 to 4 dispensaries in a day)</p> <p>The supervisor will also be available round the clock on telephone to provide support &amp; resolve any issues of nursing orderly/attendant</p>
16	Audit Clerk	<p>Verifying records and financial statements created by other employees.</p> <p>Reviewing accounting records and financial data to check for accuracy.</p> <p>Correcting or noting errors within accounting records.</p> <p>Processing invoices and payments.</p> <p>Compiling financial data and creating reports.</p> <p>Ensuring compliance with company policies and the law.</p>
		<p>Proper upkeep and cleaning of the office areas including the toilets by mopping of floor and cleaning of toilets (Floor and the WC), with cleaning of walls/window/window</p>

17	Cleaning Staff Male/Female	panes/door /removal of cobwebs.  Proper upkeep and cleaning of other areas in the premises in terms of dusting of the table /desktops /furniture and equipment.
18	Driver LMV	Driver shall be deployed for Driving the official vehicle and he should be aware with Traffic Rules & have a valid license.  Drivers must remain on duty in uniform.  Drivers must have own mobile phone with connection.
19	Office Supervisor	Responsible for Supervision of the administrative services of offices or government organisation.  Supervise all services within office like Power Supply, Water Supply (Both Drinking and General), and Cleaning Facilities etc.  Supervises work of support staff.  Responsible for quality and delivery of work.  Provide support preparation of contract, budgets and grant proposals.
20	Library Restorer	Shelving of books.  Tooling of books and sticking of barcodes labels on books.  Entry of girt books.  Checking of due date slips and book cards.  Supervising pasting and labelling.  To assist the librarian in all the above-mentioned activities.
21	Computer Operator	Operates and supports the computer systems and related peripheral equipment including the host computers that run the organisation's applications, in addition to other operational tools, software and computer devices.  Areas of responsibility include computer operations, report distribution.  Analyse and resolve hardware/software problems.  Report generation and programming work if assigned by buyer.
22	Mali/ Beldar	To attend all types of work of Mali e.g. grass cutting, flowering, planting, watering of plants and maintenance and gardens etc. eight hours day six days of week  Any other duty assigned by the Institute.
23	Assistant Sports Officer	To organize sports activities of the institution. Conduct practice sessions for various sports and physical activities for the players residing in the campus.  Accompany players for various sports competitions being organized in and outside the Institution.  To supervise Gymnasium and other physical activities.  To assess the requirement of sports equipment and put up proposal through concerned authority for approval.  Should have knowledge of sports and Gymnasium equipment's.  Or any other associated activity/requirement as specified by the buyer
		Driver must possess the knowledge of India Motor Vehicle Act 2018.  He must have understanding of motor mechanism and ability to execute minor repairs.

24	Driver (HMV)	<p>Must have good interpersonal skills and the ability to serve public in a positive and pleasant manner.</p> <p>Has not been convicted of any offence indicating that he is not capable of performing efficiently the duties of the post of Driver.</p> <p>Or any other associated activity/requirement as specified by the buyer.</p> <p>Shall follow all the guidelines of the organization where they are deployed and any other such directions issued by the organization.</p>
25	Conductor (HMV)	<p>Conductor has the knowledge of salient feature of the vehicle and all major components of fuel and electrical system for AC/non-AC HMVs.</p> <p>He has to take care of the Initial Preparations of the vehicle and must have the knowledge of transport laws of the state.</p> <p>Must have good interpersonal skills and the ability to serve public in a positive and pleasant manner.</p> <p>Additionally, conductor must deposit the receipt on a daily basis with the cashier of the department.</p> <p>He must carry route receipt/way bills including electronic ticketing machine if provided.</p> <p>Support any in-route checks conducted by any transport authority.</p> <p>Or any other associated activity/requirement as specified by the buyer.</p>
26	Chemical Sprayer and Handler	<p>Insecticide residual spray (IRS) Fill sprayer tanks with water and chemicals, according to formulas.</p> <p>Cover areas to specified depths with pesticides/ insecticides, applying knowledge of weather conditions, droplet sizes, elevation-to-distance ratios, and obstructions.</p>
27	Establishment Assistant	<p>Entire work of Establishment, Court cases, appointments, retirement, RTI matter and other miscellaneous work.</p>
28	Account Clerk	<p>Preparation of all kinds of bills, Accounts Ledger posting, maintenance of accounts record etc.</p>
29	Clerk	<p>Put up all cases of establishment, maintenance &amp; record keeping of all record pertaining to establishment.</p>
30	Store Keeper	<p>Procurement of Store items, Store keeping, maintenance of store records, auction of old &amp; unserviceable store items etc.</p>
31	Office Helper	<p>Shifting of Office equipment, furniture and furnishing, electrical and stationery items as well as delivering of bulk papers/ reports in Parliament/ PIB and assistance in meeting held in committee room, etc</p>
32	Junior Coach	<p>Junior Coach is a volunteer position for individuals under 18 years of age to assist the Head and Assistant Coaches for planning, organising and delivering an appropriate range of sports activities and programmes for individuals and teams. Typical responsibilities include: teaching relevant skills, tactics and techniques.</p>
33	Book Binder Instructor	<p>Book Bindery Instructors maintain and operate the machines that bind books, magazines and advertising publications. They need mechanical ability, an eye for detail and good organizational skills.</p> <p>Also, maintain the record of machinery, tool, equipments and raw materials etc., Developing adequate evaluation models and assessing the functional suitability of the clients on the basis of simulated work condition. Developing low cost modules of training in new avenues related to his area of skills.</p>



34	Reprographer	To operate/handle the Xerox/Photocopy Scanning machines.
35	Lift Operator	To operate/handle the lifts
36	Tailor	Stitching of various dressed/ linen items as per the client requirement
37	Cook	General duties as shall be assigned by the HOD/Incharge of the Section/Department Unit Office from time to time as needed/requirement.
38	Kitchen Assistant	General duties as shall be assigned by the HOD/Incharge of the Section/Department Unit Office from time to time as need/requirement.
39	Warden	Retired Female Educationist, Social Worker, Psychologist or NGP experienced with care of Mentally Challenged.
40	Jr. Librarian	To maintain the library and, under immediate supervision, performs clerical and other library work as required.
41	Computer Lab Attendant	To assist the computer teacher/instructor and to maintain the computer lab
42	State Coordinator	Monitoring the operation of public libraries of State
43	State Coordinator E-Library	Monitoring the operation of Govt. e-libraries services of State
44	Library Coordinator	Publicity in the district library. Librarian support & Data Entry of books in library
45	Computer Operator Cum Library Assistant	Data Entry of books in library & Librarian support
46	Laboratory Assistant/Attendant	To receive samples in Lab. To assist the Analyst during the analysis or testing of Input Samples. To assist the analyst in the day to day laboratory operations
47	Barber	Trimming/Cutting/Shaving of hair as per Buyer's Requirements
48	Washermen	Washing of clothes as per Buyer's Requirements.
49	Cobbler/Boot maker	Mending/Stitching of Footwear/ Shoes as per Buyer's Requirements.

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

1. Additional Terms and Conditions
  2. 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.
  3. 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.
- It is the responsibility of the Service Provider to provide manpower for the above listed work. The manpower has to be segregated, based on their years of experience.
1. The responsibility of effective and efficient delivery would rest with the Service Provider. Thus, the education qualifications and experience of the manpower deployed would be left to the subjugation of the Service Provider, subject to them meeting the minimum qualifying criteria.
  2. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.

3. The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the Buyer at the time of joining of the employees, if he/she so desires.
- 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.
  - 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.
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.
  2. 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 had registration for income tax.
  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 so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
- 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 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.
  - 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.
1. 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.
- 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.
  - 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.
  - 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.
  - 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.
1. 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.
- Any other Terms and Conditions as mentioned in the Miscellaneous Terms and Conditions for Services.
1. Payments
  2. 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.
  3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.
14. 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.
15. 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. 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.
3. In case of major default on the part of the Service Provider, the Buyer may provide a 24-hour written notice terminating the contract to the Service Provider.

1. Penalties

- Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
- If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days

7.1 Penalties for Non-Compliance to Service Level Agreement

Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:

#	Service level agreement	Penalties for non-compliance
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.
2	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 within 2 day/cancellation of contract as decided by the buyer depending on the gravity of the act.

3	If the employee is found responsible for disobedience/ misconduct	Warning/counselling/Immediate replacement within 2 days as decided by the buyer depending on the gravity of the act
4	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
5	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.
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.

## 1. ANNEXURE

### 8.1 Qualifying Criteria for The Required Manpower

#	Category (Office)	Desired Minimum Qualification Required
1	Administrative Operator or Office Assistant or Executive Assistant	Bachelor's degree in business administration.
2	Accounting Operator	Bachelor's degree in Commerce Well versed with MS Excel
3	Court Reporter	High school Proficient in Hindi, English and any regional languages (as per the requirement of the Buyer)
4	Messenger Courier	High school Proficient in Hindi and English
5	Film/ Tape Librarian	Bachelor's degree in any field Proficient in Hindi, English and regional languages (as per the requirement of the Buyer)
6	Data Entry Operator	Bachelor's degree in any field Proficient in Hindi and English Should possess an English / Hindi typing speed of 30 words per minute Well versed with MS Word, MS Excel and MS Powerpoint
7	Personnel Assistant	Bachelor's degree in any field Proficient in Hindi and English
8	Secretary	Bachelor's degree in any field Proficient in Hindi, English and any regional languages (as per the requirement of the Buyer) Well versed with MS Word, MS Excel and MS PowerPoint.

9	Dispatcher	<p>Bachelor's degree in any field</p> <p>Proficient in Hindi and English</p> <p>Well versed with MS Word and MS Excel</p>
10	Stenographer	<p>Bachelor's degree in any field</p> <p>Proficient in Hindi and English</p> <p>Should possess a shorthand /typing speed of 50 words per minute.</p> <p>Well versed with MS Word and MS PowerPoint</p>
11	Receptionist cum Operator	<p>Bachelor's degree in any field</p> <p>Proficient in Hindi and English</p>
12	Multi-tasking Staff	High school
13	Sweeper cum Guard	Secondary Level Education
14	Nursing Orderly	<p>Secondary Level Education</p> <p>Certificate of First Aid Training.</p>
15	Nursing Orderly Supervisor	<p>High school</p> <p>Certificate of First Aid Training</p>
16	Audit Clerk	<p>Bachelor's degree in Commerce</p> <p>Well versed with MS Excel</p>
17	Cleaning Staff Male/Female	Under Matriculate
18	Driver LMW	<p>Under Matriculate</p> <p>Valid Driving License</p>
19	Office Supervisor	<p>Bachelor's degree in any field.</p> <p>Proficient in Hindi and English.</p> <p>Interpersonal skills to effectively motivate others.</p>
20	Library Restorer	<p>Matric with Diploma in Library Science</p> <p>OR</p> <p>Matric with 2 years Apprentice Training in Library Science.</p>
21	Computer Operator	<p>Bachelor's Degree from recognised University/Institute and Proficiency in operation of computer (word processing and spreadsheets).</p> <p>OR</p> <p>Speed of 35 w.p.m. (English) with one-year diploma in Computer from any recognised institute having two year experience.</p>
22	Mali/ Beldar	Under Matriculate

23	Assistant Sports Officer	Degree in physical education from a recognized University/Institution
24	Driver (HMV)	Matriculate with a valid Driving License of HTV.
25	Conductor (HMV)	Should have passed 10+2 from the recognized board/ Institution. Should hold a valid conductor license.
26	Chemical Sprayer and Handler	Should have certificate provided by the government agency for handling chemical and pesticides
27	Establishment Assistant	Graduate with 10 year Working experience
28	Account Clerk	Graduate with Computer Type writing Speed 30 w.p.m
29	Clerk	Bachelor's Degree from a recognized University/Institution and proficiency in operation of Computer (Word Processing and Spread Sheets) and a speed of 35 words per minute in English typing on Computer.
30	Store Keeper	Bachelor's Degree from a recognized University/Institution and proficiency in operation of Computer (Word Processing and Spread Sheets) and a speed of 35 words per minute in English typing on Computer.
31	Office Helper	Under Matriculate
32	Junior Coach	BP. Ed from recognized University/Institution
33	Book Binder Instructor	10+2 with Diploma in Book Binding from recognized Institute OR 10+2 with Five years' experience in book binding, screen printing and knowledge of computer
34	Reprographer	10+2 from any recognized Board.
35	Lift Operator	Matric with ITI course in the trade course in electrical trade from a recognized Institution. OR Three yrs Diploma in electrical branch from a recognized polytechnic.
36	Tailor	Matric with Diploma in cutting and tailoring from a recognized Institution.
37	Cook	Middle Pass
38	Kitchen Assistant	Middle Pass
39	Warden	Retired Educational, Social Worker, Psychologist or NGO experienced with care of Mentally Challenged would be considered for Female Warden.
40	Jr. Librarian	Bachelor in Library Science (B. Lib)
41	Computer Lab Attendant	10+2 with computer Diploma

42	State Coordinator	Graduate with Degree in Library Science
43	State Coordinator E-Library	Graduate with "O" level & Equivalent
44	Library Coordinator	Graduate with Degree/Diploma/Certificate in Library Science
45	Computer Operator Cum Library Assistant	Intermediate with Eligibility of Library Science /Necessary knowledge & eligibility of computer
46	Laboratory Assistant/ Attendant	Science Graduate with Chemistry/ B.Sc(Chemistry)
47	Washer Man	He should be matrices pass or below He should be well versed with the job of washing and iron of clothes/uniform etc.
48	Cobbler/Boot Maker	He should be matrices pass or below He should be well versed with the job of repairing, polish and stitching of shoes.
49	Barber	He should be matrices pass or below He should be well versed with the job of hair cutting, shaving of beard.

## 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) :** Scope of Work and Service along with obligations 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

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