# Contract|अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687734384329 Contract Generated Date | अनुबंध तिथि: 06-Apr-2023

Bid/RA/PBP No.|बोली/आरए/पीबीपी संख्या: <u>GEM/2023/B/3080992</u>

Organisation Details|संगठन विवरण

Type।प्ररूप: State Government

N/A

Ministry|मंत्रालय : Department|विभाग :

Secondary Education Department Uttar Pradesh

Organisation Name|संगठन का नाम :

Office Zone|कार्यालय क्षेत्र: Lucknow Buyer Details|खरीदार विवरण

Designation | पद : ID BUYER Contact No.|संपर्क नंबर : 05278-000000-Email ID|ईमेल आईडी : manoj.18171@gov.in

GSTIN|जीएसटीआईएन:

SHIKSA BHAWAN, CIVIL LINES, AYODHYA-224001, Address|पता:

Ayodhya, UTTAR PRADESH-224001, India

Financial Approval Detail|वित्तीय स्वीकृति विवरण

IFD Concurrence|आईएफडी सहमति:

Designation of Administrative Approval |

प्रशासनिक अनुमोदन का पदनाम:

Designation of Financial Approval

वित्तीय अनुमोदन का पदनाम :

arvind kumar pandey

id education

Paying Authority Details | भुगतान प्राधिकरण विवरण

Role: **BUYER** Payment Mode| Offline भुगतान का तरीका:

Designation। पद : ID BUYER

Email ID|ईमेल आईडी : manoj.18171@gov.in

GSTIN|जीएसटीआईएन :

SHIKSA BHAWAN, CIVIL LINES, AYODHYA-224001, Address। पताः

Faizabad, UTTAR PRADESH-224001, India

Consignee Details|परेषिती विवरण

S.No|क्र.सं. Consignee Name & Address | परेषिती नाम & पता Service Description|सेवा विवरण Contact|संपर्क: 05278-000000-Email ID|ईमेल आईडी : manoj.18171@gov.in GSTIN|जीएसटीआईएन:- ${\it Manpower\ Outsourcing\ Services\ -\ Minimum\ wage\ -\ Unskilled;\ Others;\ Office\ Peon}$ Address | पता : SHIKSA BHAWAN, CIVIL LINES, AYODHYA-224001. Ayodhya, UTTAR PRADESH-224001, India

Service Provider Details|सेवा प्रदाता विवरण

GeM Seller ID|जेम विक्रैता आईडी : 21BA190001058049

Company Name | कंपनी का नाम: P C S FINTEC CONSULTANCY PRIVATE LIMITED

Contact No.|संपर्क नंबर : 09919709009

Email ID|ईमेल आईडी : pcsfintechlko@gmail.com

FLAT No 302, GRAND MAINOR APARTMENT, MURAD ALI LANE, HUSSAINGANJ, Address|पता:

Lucknow, UTTAR PRADESH-226001, -

MSME verified | एमएसएमई सत्यापित :

MSME Registration number|एमएसएमई पंजीकरण संख्या : UDYAM-UP-50-0008660

MSE Social Category|एमएसई सामाजिक श्रेणी : General MSE Gender|एमएसई लिंग श्रेणी : Female GSTIN|जीएसटीआईएन: 09AAFCP9503K1Z1

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

Service Details|सेवा विवरण

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

Service End Date। सेवा समाप्ति तिथि: 14-Apr-2024

Category Name | श्रेणी नाम : Manpower Outsourcing Services - Minimum wage

Billing Cycle|बिलिग चक्र : monthly

g				
Description विवरण		Number of Resources to be hired	Percentage of Service charge inclusive of GST	
Post Graduation	Not Required			
Type of Function	Others			
Specialization for PG	Not Applicable			
Specialization	Not Required			
Educational Qualification	Secondary School			
Experience	0 to 3 Years			
Zipcode	NA			
District	NA			
List of Profiles	Office Peon			
Skill Category	Unskilled			
EDLI (INR per day)	1.83	367	4.500	
Bonus (INR per day)	0			

EPF Admin Charge (INR per day)	1.83
Optional Allowances 1 (INR per day)	0
Optional Allowances 2 (INR per day)	0
Optional Allowances 3 (INR per day)	0
Minimum daily wage (INR) exclusive of GST	366.53
Number of working days in a month	26
Provident Fund (INR per day)	43.98
ESI (INR per day)	11.91
Tenure/ Duration of Employment (in months)	12

### Total Amount (Formula)|কুল रাशি (सूत्र) :

( (((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (I NR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day) )+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day) )\*Number of working days in a month)\*1.18 + (Perce ntage of Service charge inclusive of GST\*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 3 (INR per day))\*Number of working days in a month)/100

)\*Number of Resources to be hired\*Tenure/ Duration of Employment (in months) )

Total Value without Addons  ऐडऑन के बिना कुल मूल्य (INR)	59765133.79			
Total Addon Value कुल एडऑन मूल्य (INR)	0			
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	59765133.79			
Amount of Contract अनुबंध की राशि				
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	59765133.79			

Price Break up offered | मूल्य विभाजन की पेशकश की : <u>Price Break up offered Document link | प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिक</u>

## SLA Details | एसएलए विवरण

#### Service Level Agreement

#### Manpower Outsourcing Services - Minimum Wage Based

### 1 Agreement Overview

This is a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Manpower HiringAgency/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
- $\hspace{.1cm} ext{II.} \hspace{.1cm} ext{Present a clear, concise, and measurable description of services offered to the Buyer}$
- 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.