Contract|अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687719597163 Contract Generated Date | अनुबंध तिथि: 14-Jul-2023

Bid/RA/PBP No.|बोली/आरए/पीबीपी संख्या: <u>GEM/2023/B/3458905</u>

Organisation Details|संगठन विवरण

Type।प्ररूप: State Government

Ministry|मंत्रालय : Department|विभाग :

Medical Health and Family Welfare Department Uttar

Organisation Name|संगठन का

Office Zone|कार्यालय क्षेत्र: Director General Medical Health Services Buyer Details|खरीदार विवरण

Designation | पद : RAKESH TRIPATHI Contact No.|संपर्क नंबर : 0522-2623756 Email ID|ईमेल आईडी : medical.civil-up@gov.in

GSTIN | जीएसटीआईएन :

Director General, Medical & Health, Swasthya Bhawan,

LUCKNOW, UTTAR PRADESH-226001, 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 :

Director General Medical Health Services Director General Medical Health Services

Paying Authority Details | भुगतान प्राधिकरण विवरण PAO

Payment Mode|

Address|पता:

भगतान का तरीका:

Offline

Designation|पद :

Deputy Director Electrical emm29f@gmail.com

Email ID|ईमेल आईडी : GSTIN|जीएसटीआईएन:

Director General, Medical & Health, Swasthya Bhawan,

Address|पता:

Lucknow, UTTAR PRADESH-226001, India

Consignee Details | परेषिती विवरण

| S.No क्र.सं. | Consignee Name & Address परेषिती नाम & पता | Service Description सेवा विवरण |
|--------------|---|--|
| 1 | Contact संपर्क : 0522-2623756- Email ID ईमेल आईडी : medical.civil-up@gov.in GSTIN जीएसटीआईएन : - Address पता : Director General, Medical & Health, Swasthya Bhawan, Lucknow., LUCKNOW, UTTAR PRADESH-226001, India | Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - LMV |

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, -UDYAM-UP-50-0008660

MSME Registration number|एमएसएमई पंजीकरण संख्या : MSE Social Category|एमएसई सामाजिक श्रेणी :

Female

MSE Gender|एमएसई लिंग श्रेणी :

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) : 17-Jul-2023

Service End Date। सेवा समाप्ति तिथि: 16-Jul-2024

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

Billing Cycle | बिलिंग चक्र : monthly

| Description विवरण | | Number of Resources to be hired | Percentage of Service charge inclusive of GST |
|---|----------------|---------------------------------|---|
| Specialization | Not Required | | |
| Type of Function | Others | | |
| Experience | 0 to 3 Years | | |
| Skill Category | Skilled | | |
| Specialization for PG | Not Applicable | | |
| Post Graduation | Not Required | | |
| Zipcode | NA | | |
| District | NA | | |
| Educational Qualification | High School | | |
| List of Profiles | Driver - LMV | | |
| Minimum daily wage (INR) exclusive of GST | 600.24 | 39 | 4.5 |

| EDLI (INR per day) | 0 |
|--|-------|
| Bonus (INR per day) | 49.99 |
| EPF Admin Charge (INR per day) | 0 |
| Optional Allowances 1 (INR per day) | 0 |
| Optional Allowances 2 (INR per day) | 0 |
| Optional Allowances 3 (INR per day) | 0 |
| Number of working days in a month | 30 |
| Provident Fund (INR per day) | 0 |
| ESI (INR per day) | 19.5 |
| Tenure/ Duration of Employment (in months) | 12 |

Total Amount (Formula)| কুল বাগি (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) | 11518686.27 |
|--|-------------|
| Total Addon Value कुल एडऑन मूल्य (INR) | 0 |
| Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR) | 11518686.27 |

Additional Details|अतिरिक्त जानकारिया

- Title for Optional Allowances 3:0
- Title for Optional Allowances 2:0
- Designation : Driver
- Title for Optional Allowances 1:0

| Amount of Contract अनुबंध की राशि | | | | |
|---|-------------|--|--|--|
| Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR) | 11518686.27 | | | |
| SI A Details एसएलए विवेरण | | | | |

Service Level Agreement

Manpower Outsourcing Services - Minimum Wage Based

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
- II. Present a clear, concise, and measurable description of services offered to the Buyer
- III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- ${
 m IV}$. 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. ServiceProvider: 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
- 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.'