अनुबंध | Contract

अनुबंध क्रमांक | Contract No: GEMC-511687776577225
अनुबंध तिथि | Contract Generated Date : 04-Jun-2025
बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: GEM/2025/B/6207203

संगठन विवरण | Organisation Details

प्ररूप | Type :	Central PSU
मंत्रालय | Ministry :	Ministry of Finance
विभाग | Department :	Department of Financial Services
संगठन का नाम | Organisation Name :	LIC - Life Insurance Corporation of India
कार्यालय क्षेत्र | Office Zone:	LIC of IndiaBegusarai Divisisional OfficeVishnu

खरीदार विवरण | Buyer Details

पद | Designation :	Chaturbhuj Poddar AO
संपर्क नंबर | Contact No. :	06243-245263-
ईमेल आईडी | Email ID :	buyer77.llici.bh@gembuyer.in
जीएसटीआईएन | GSTIN :	10AAACL0582H2Z0
पता | Address :	LIC of India,Begusarai Divisisional Office,Vishnu Cinema,Deepshikha Road,Begusarai-851101(Bihar), Begusarai, BIHAR-851101, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval:	SR DIVISIONAL MANAGER (I/C)
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval :	SR DIVISIONAL MANAGER (I/C)

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role:	BUYER
भुगतान का तरीका | Payment Mode:	Offline
पद | Designation :	Chaturbhuj Poddar AO
ईमेल आईडी | Email ID :	buyer77.llici.bh@gembuyer.in
जीएसटीआईएन | GSTIN :	10AAACL0582H2Z0
पता | Address:	LIC of India,Begusarai Divisisional Office,Vishnu Cinema,Deepshikha Road,Begusarai-851101(Bihar), Begusarai, BIHAR-851101, India

परेषिती विवरण | Consignee Details

क्र.सं. | S.No	परेषिती नाम & पता | Consignee Name & Address	सेवा विवरण | Service Description
1	संपर्क | Contact : 06243-245263- ईमेल आईडी | Email ID : buyer77.llici.bh@gembuyer.in जीएसटीआईएन | GSTIN : 10AAACL0582H2Z0 पता | Address : LIC of India,Begusarai Divisisional Office,Vishnu Cinema,Deepshikha Road,Begusarai-851101(Bihar), Begusarai, BIHAR-851101, India	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard
		Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard

सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID :	DB42200001255914
कंपनी का नाम | Company Name :	LORD KRISHNA SECURITY AND SERVICES PRIVATE LIMITED
संपर्क नंबर | Contact No. :	09470834482
ईमेल आईडी | Email ID :	lkspvtltd2008@gmail.com
पता | Address :	GROUND FLOOR,SAROJ SAVITRI APARTMENT,MAHESH NAGAR ROAD NO-3,MAHESH NAGAR, Patna, BIHAR-800024, -
एमएसएमई पंजीकरण संख्या | MSME Registration number :	UDYAM-BR-26-0009896
जीएसटीआईएन | GSTIN:	10AABCL5424D1Z9 (B) , (R)
खरीदार द्वारा सत्यापित एमएसएमई स्थिति | MSME Status as verified by buyer :	Verified
एमएसई सामाजिक श्रेणी | MSE Social Category :	General
एमएसई लिंग श्रेणी | MSE Gender :	Male

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 11-Jun-2025 **सेवा समाप्ति तिथि | Service End Date :** 10-Jun-2027

श्रेणी नाम | Category Name : Security Manpower Service (Version 2.0)

बिलिंग चक्र | Billing Cycle: monthly

विवरण | Description		Number of resources to be hired	Percentage of Service charge inclusive of GST
Type of Establishment / Area	Office/Commercial/Institutions/ Residential	31	3.85
Category of Profile	Armed Security Guard		
Category of Skills	Skilled		
Gender	Male		
Duty Hours in a day	8		
Qualification	Not Required		
Ex Servicemen	Optional		
Age Limit	Up to60 years		
Years of Experience	0 – 3 years		
Additional Requirements for the Security Personnel	NOT REQUIRED		
District	NA		
Zipcode	NA		
Number of working days in a month	22		
Tenure/ Duration of Employment (in months)	24		
Basic Pay (Minimum daily wage)	893		
Provident Fund (INR per day)	107.16		
EDLI (INR per day)	3.41		
ESI (INR per day)	29.02		
EPF Admin charge (INR per day)	4.46		
Bonus (INR per day)	74.39		
Optional Allowance 1 (in Rupees)	0		
Optional Allowance 2 (in Rupees)	0		
Optional Allowance 3 (in Rupees)	0		

कुल राशि (सूत्र) | Total Amount (Formula) :

(((((Basic Pay (Minimum daily wage)+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+EPF Admin charge (INR per day)+Bonus (INR per day)+Optional Allowance 1 (in Rupees)+Optional Allowance 2 (in Rupees)+Optional Allowance 3 (in Rupees))*Number of working days in a month)*1.18)+ (Percentage of Service c harge inclusive of GST*((Basic Pay (Minimum daily wage)+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+EPF Admin charge (INR per day)+Bonus (INR per day)+Optional Allowance 1 (in Rupees)+Optional Allowance 2 (in Rupees)+Optional Allowance 3 (in Rupees))*Number of working days in a month)/100))*Number of resources to be hired*Tenure/ Duration of Employment (in months))

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	22167012.83
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	22167012.83

श्रेणी नाम|Category Name : Security Manpower Service (Version 2.0)

बिलिंग चक्र|Billing Cycle: monthly

विवरण|Description		Number of resources to be hired	Percentage of Service charge inclusive of GST
Type of Establishment / Area	Office/Commercial/Institutions/ Residential	12	3.85
Category of Profile	Unarmed Security Guard		
Category of Skills	Semi skilled		
Gender	Male		
Duty Hours in a day	8		
Qualification	Not Required		
Ex Servicemen	Optional		
Age Limit	Up to60 years		
Years of Experience	0 – 3 years		
Additional Requirements for the Security Personnel	NOT REQUIRED		
District	NA		
Zipcode	NA		
Number of working days in a month	22		
Tenure/ Duration of Employment (in months)	24		
Basic Pay (Minimum daily wage)	760		
Provident Fund (INR per day)	91.2		
EDLI (INR per day)	3.41		
ESI (INR per day)	24.7		
EPF Admin charge (INR per day)	3.8		
Bonus (INR per day)	63.31		
Optional Allowance 1 (in Rupees)	0		
Optional Allowance 2 (in Rupees)	0		
Optional Allowance 3 (in Rupees)	0		

कुल राशि (सूत्र) |Total Amount (Formula) :

(((((Basic Pay (Minimum daily wage)+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+EPF Admin charge (INR per day)+Bonus (INR per day)+Optional Allowance 1 (in Rupees)+Optional Allowance 2 (in Rupees)+Optional Allowance 3 (in Rupees))*Number of working days in a month)*1.18)+ (Percentage of Service c harge inclusive of GST*((Basic Pay (Minimum daily wage)+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+EPF Admin charge (INR per day)+Bonus (INR per day)+Optional Allowance 1 (in Rupees)+Optional Allowance 2 (in Rupees)+Optional Allowance 3 (in Rupees))*Number of working days in a month)/100))*Number of resources to be hired*Tenure/ Duration of Employment (in months))

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	7306756.11
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	7306756.11

अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)	**29473768.94**

एसएलए विवरण|SLA Details

SERVICE STC

SPECIAL TERMS AND CONDITIONS FOR

SECURITY MANPOWER SERVICE

1. Preamble

A. All Security Man Power Service contracts placed through GeM shall be governed by following set of Terms and Conditions:

(i) General terms and conditions for Goods and Services;

(ii) Service STC contained in this document;

(iii BID / Reverse Auction specific ATC

B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service STC which supersede GTC – only in case of any conflicting provisions.

C. The above set of conditions along with Scope of service including price as enumerated in the Contract Document shall be construed to be part of the contract.

D. This document represents a Special Terms and Conditions (“STC”) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder’s obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

2. STAKEHOLDERS

The main stakeholders associated with this STC are:

i. Buyer

ii. Service Provider

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses Service Level Agreement/ 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 document.

The objective of SLA is to ensure that proper elements and commitments are defined to provide consistent delivery of service to buyer by service provider. The goals of the SLA 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 and Establish Terms and Conditions for all the involved stakeholders and ensure

that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

3. Scope of Service

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

3.1. The following indicate the different roles in the security services for which hiring can be done and the qualifications and experience required for the service persons. Buyer organizations are required to indicate number of working days in a week such as 5 ,6 or 7 and event based .The contract start and end date is to be indicated along with number of service days in a month and minimum wages per shift inclusive of EPF ESI and Administration charges etc

Role and Responsibilities

Roles	Desired Qualifications	Responsibilities
Security Consultant	Should be in a position to organize the security force, suggest improvement in all matters of policy in respect of security as an adviser. Should be in a position to analyze security needs, identify possible security threats, establishing necessary security parameters; and deciding on the best security measures available and organizing the security force. Should also be having knowledge regarding fire fighting operations Minimum Experience of 5 years Should be minimum a Graduate	Overall responsible for all security, vigilance, Firefighting activities and related documentation Establishing security protocols and policies, as well as designing security plans to protect the client's assets, Creating a set of rules and security standards; designing policies to protect the clients interests, Implementing security measures, providing technical supervision and advice as required. Availability shall be as per needs and mutually decided by the organization hiring consultant
Security Supervisor	Should have knowledge of security related matters ,industrial safety ,fire fighting and allied functions Should be able to exercise command and control over the security personal deployed Physical standards and medical fitness as per Private Security Agencies (Regulation) Act and Rules Should be minimum 12 th Pass Should have knowledge of English, Hindi & Local Language Experience of 5 years	Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties should be able to carry out or supervise protocol activities of receiving, escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when required Should be available in general shift on all working days
EX Service Man Security Supervisor	Should be a retired JCO or Equivalent from Army, Navy ,IAF, Paramilitary Forces, Central Police Forces Should have knowledge of security related matters ,industrial safety and allied functions Should be able to exercise command and control over the security personal deployed Physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Should be minimum 12 th Pass Should have knowledge of English, Hindi & Local Language Experience of 5 years	Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties should be able to carry out or supervise protocol activities of receiving,escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when required Should be available in general shift on All working days
Armed Security Guard Male	Should have a valid gun license Should have knowledge of Security related matters Good physique and personality fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Minimum 10th pass Should have knowledge of Hindi or English and local language Minimum Experience 3(three) years	Working shifts round the clock. Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc. The duties of a private security guard are to provide private security to another person or property or both, To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed. To bring to the notice of his supervisor the violation of any law noticed by him during the course of discharge of his duties.
Armed Security Guard Female	Should have a valid gun license Should have knowledge of Security related matters Good physique and personality fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Minimum 10th pass Should have knowledge of Hindi or English and local language Minimum Experience 3(three) years	Working shifts round the clock. Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc. To provide private security to another person or property or both, To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed. To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
Ex-Service Man Armed Security Guard	Should be a retired NCO or other rank from Army, Navy, Air Force ,Paramilitary forces or Central Police Forces Should have valid gun licence Should have knowledge of security related matters ,industrial safety and allied functions Good physique and personality fulfilling requirements of Physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Should be minimum 10 th Pass	Work in shifts round the clock Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc. To provide private security to another person or property or both, To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed. To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties

Ex-Service Man unarmed security Guard	Should have knowledge of Hindi or English and local language Experience of 3(three) years Should be a retired NCO or other rank from Army, Navy, Air Force ,Paramilitary forces or Central Police Forces or State Police Forces Should have knowledge of security related matters ,industrial safety and allied functions Good physique and personality fulfilling requirements of Physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Should be minimum 10 th Pass Should have knowledge of Hindi or English and local language Experience of 3(three) years	Working shifts round the clock Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc. To provide private security to another person or property or both, To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed. To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
Un Armed Male Security Guard	Should have knowledge of Security related matters, industrial safety and allied Functions Preference will be given to a person who has served in police and Home Guards Minimum10th pass Should have knowledge of Hindi or English and local language Good physique and personality fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Minimum Experience 3(three) years	Working shifts round the clock. Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc. To provide private security to another person or property or both, To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed. To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
Un Armed Lady Security Guard	Should have knowledge of Security related matters, industrial safety and allied Functions Preference will be given to a person who has served in police and Home Guards Minimum10th pass Should have knowledge of Hindi or English and local language Good physique and personality fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Minimum Experience 3(three) year	Should be available on all working days. However it should be ensured that they are given weekly offs and shifts are rotated Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc. To provide private security to another person or property or both, To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed. To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
Baggage Inspector	Should have knowledge about Baggage screening procedures and experience using baggage screening equipments. Fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Minimum 12th pass Should have knowledge of Hindi or English and local language Minimum experience 1(three) year	Work in shifts round the clock To undertake screening of bag or packages and articles being brought in to the premises To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
Fire Guard	Back ground and experience of firefighting ,fire safety and handling emergency management Minimum 10th pass Should have knowledge of Hindi or English and local language Minimum experience 1(one) year Fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules	Work in shifts round the clock Overall responsible for all operations related to firefighting , conforming to fire safety regulations ,checking preparedness of premises for fire fighting ,vigilance including maintenance of documents
CCTV Operator	Back ground of surveillance and monitoring through CCTV systems Knowledge of security procedures and protocols Minimum 12th pass Should have knowledge of Hindi or English and local language Minimum experience 3(three) years	Work in shifts round the clock overall responsible for all CCTV surveillance security ,vigilance including maintenance of documents related to CCTV operations
PSO	with a valid license He/ She should be in possession of a suitable weapon with valid license He/she should be adept in the use of fire arms, identification of different types of arms in use in public and Police, Use of security equipment and devices ,identification of explosive devices communication equipment ,unarmed combat and in administering first aid Good physique and personality fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Minimum 10th pass Should have knowledge of Hindi or English and local language Minimum experience 3(three) years He/ She should be in possession of a suitable weapon with valid license He/she should have good driving skills and a valid driving license Should have Back ground of surveillance and monitoring, defensive driving He/she should be	PSOs should be physically and mentally alert and willing to take risks He/she should be adept in the use of fire arms, communication equipment ,unarmed combat and in administering first aid Work in shifts round the clock

PSO cum Driver	adept in the use of fire arms, identification of different types of arms in use in public and Police, Use of security equipment and devices , identification of explosive devices, Expertise in communication equipment ,unarmed combat and in administering first aid Good physique and personality fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Minimum 10th pass Should have knowledge of Hindi or English and local language Valid driving license Minimum driving experience 3(three) years	PSOs should be physically and mentally alert and willing to take risks He/she should be adept in the use of fire arms, communication equipment ,unarmed combat and in administering first aid Work in shifts round the clock
Guard cum Receptionist	Basic computer knowledge is preferred Should have knowledge of Security related matters, industrial safety and allied Functions Preference to a person who has served as a member in Army ,Navy, Air force and any other armed forces and Paramilitary forces of the Union ,Police and Home Guards Good physique and personality fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Minimum 10th pass Should have knowledge of Hindi or English and local language Minimum Experience 3(three) years	Work in shifts rounds the clock Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc and work in the reception also maintaining registers etc Overall responsible for all security, vigilance including maintenance of documents
Guard Cum Driver	Should have knowledge of Security related matters, industrial safety and allied Functions He/she should have good driving skills and a valid driving license Good physique and personality fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Minimum 10th pass Should have knowledge of Hindi or English and local language Minimum driving experience 3(three) years	Work in shifts round the clock Should be a skilled driver Should carry out functions of guard for the property or premises at times not performing function of driving vehicle
Security Marshal(Bouncer)	Should have knowledge of Security related matters, industrial safety, crowd control and allied Functions Preference to a person who has served as a member in Army ,Navy, Air force and any other armed forces and Paramilitary forces of the Union ,Police and Home Guards Good physique and personality fulfilling requirements of physical standards and medical fitness as per Private Security Agencies (Regulation) Act and applicable Rules Minimum 10th pass Should have knowledge of Hindi or English and local language Minimum Experience 3(three) years	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 marshal's job is to warn that person and, if needed, eject them from the venue.

- **Additional responsibilities**

In addition to roles and responsibilities indicated above following shall also be part of responsibilities of security man power.

(i). To Provide Security services for protection of life,. Security against theft, pilferage, fire etc for man and material in the premises .

(ii) Physical guarding of entry/exit points, Responsible for frisking/checking of the visitors during office hours and after , Screening /Directing of visitors .Visitor management in common and during special occasions .Guiding visitors to the concerned officials/occupants, regulating entry . Control the access of persons/vehicles in to and out of the complex and regulating entry of unwanted visitors/sales man and maintenance of visitor register.

(iii) Checking of gate passes , allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly. Records of the inwards and outwards movement of men and material's ,vehicles etc to be maintained with proper checking as per instructions given from time to time by the buyer organization.

(iv) Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites. Ensuring that boom barriers and access control systems are monitored and are in operational condition.

(v) Assisting the occupants during emergency evacuation of building .Effective involvement during the crisis management like accidents and bomb threats .Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and disasters

(vi) Rescue operation of passengers if stranded in lifts, Help occupants in any accidents or medical emergencies. Handling situation in case of fire

(vii) Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies

(viii) Lodging of Complaints/FIR in case of any crime or violence and assist the police and other security agencies in their investigation in any related matter.

Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security man power .

4. **Terms and Conditions**

4.1. Buyers obligations

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

(ii) Buyer organization shall provide necessary infrastructure, Equipments such as X ray baggage screening if such screening is involved , furniture etc for the security personnel to carry out their functions .However uniform, torches, lathi Arms, badges shall be provided by service provider

(iii) Deployment of security man power shall be with the concurrence of nominated official of buyer organization and nominated official shall be responsible for close co ordination with the service provider and shall monitor the activities performed by the service provider persons and will be responsible for its optimum utilization.

(iv) 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.

(v) Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

(vi) It is possible that due to nature of work in office/production units/fields operation, etc. the Buyer may want to retain some already trained resources of existing/old contract for new contract also. To facilitate retention of existing resources against the new contract, a functionality is already available on GeM. The Buyer while creating a bid document, can use this functionality to declare upfront in the Bid document, details of all such resources who are to be retained against new contract. In such case, the new service provider must retain the specified resources as mentioned in the bid document. The Buyer is responsible for ensuring that the retained resources meet the eligibility requirements as per the contract and for providing the necessary documentation and details related to EPF, ESIC, and other onboarding formalities. The Police verification of the retained resources if required will be the responsibility of the Buyer. The new Service Provider shall not levy any charges on the retained resources for onboarding them onto their payroll.

4.2. Service Provider Obligations

(a) **Employment of man power by service provider** : (i) Service provider providing the security services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as permitted to be employed in terms of Government rules and regulations in force .

(ii)Service provider shall employ only man power who has completed eighteen years of age and not above 65 years of age .Security agency shall only employ man power who satisfied the service provider about his character and antecedents and has completed the prescribed security training .Service provider shall only engage man power fulfilling such physical standards as may be prescribed in the Private Security Agencies (Regulation) Act and rules. Further man power shall satisfy any other conditions as may be prescribed in relevant rules.

(iii) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged by the service provider

(iv) Service provider, while employing a person shall give preference to a person who has served as a member in Army ,Navy and Air force or other central paramilitary forces ,Central Police forces , even for posts which are not specifically indicated as that of ex service man in the roles and responsibilities.

(v) The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the department and buyer department shall ensure that the service provider complies with the provisions .

(vi) The service provider shall deploy his personnel only after obtaining the buyer department approval upon duly submitting g curriculum vitae (cv) and police verification details of personnel Buyer shall be informed at least one week in advance and service provider shall be required to obtain departments approval for all such changes along with their CVs

(vii) 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

(b) Registers to be maintained by Service provider

(i) Service Provider shall maintain a register containing name and addresses of the persons managing the private security agency, names, addresses, photographs and salaries of the security manpower and supervisors under its control and such other particulars as may be prescribed under Private Security Agencies (Regulation) Act act

(ii) Service provider will maintain a register on which day today employment of personnel with buyer organization will be entered and same will be countersigned by the authorized official of the buyer department .While raising bill the deployment particulars of the personnel engaged during the month, shift wise should be shown to buyer .Buyer organization may call for such information as it considers necessary from service provider.

(iii) 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.

© **Issue of photo identity card**

- Every security man power deployed by the service provider shall be issued a photo identity card, by the service provider.
- The photo identity card shall be issued in such form as may be prescribed by the buyer organization and complying with Private Security Agencies (Regulation) Act and rules .
- Every security man power shall carry on his person the photo identity card issued under and shall produce it on demand for inspection by the buyer organization or any other officer authorized by same .

(d) Requirements of Licenses

(i) Service provider shall be holding a valid license under the provision of Private Security Agencies (Regulation) Act providing for operation in the respective State or Union territory where services are being offered .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

(ii) The service provider shall comply with all the legal requirements for obtaining license under contract labor regulations and abolition act 1970 if any at his own part and cost. The requirement shall be depending up on the number of persons engaged for the organization in terms of the provisions of the relevant act .

(iii) The service provider shall maintain all statutory registers required to be maintained as per licence provisions under the law and shall produce same on demand to the buyer department or any other authority under the law.

(e) Training

(i) The Service Provider shall have his own Establishment/set up/mechanism/Training institute recognized under Private Security Agencies (Regulation) Act 2005 or have tie up with institutions recognized in terms of Private Security Agencies (Regulation) Act 2005 to provide training for security man power with them to ensure correct and satisfactory performance of his/her liabilities and responsibilities .Only such man power who have undergone training and holding certificate should be deployed under the contract , The training shall be for a minimum period as specified in the Private Security Agencies (Regulation) Act and in terms of the detailed training syllabus as prescribed in the act . The ex-servicemen and former police personnel shall however be required to attend a condensed course only as per provisions in the Private Security Agencies (Regulation) Act

(f) Reports

All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the buyer department

(g) Conduct of the security man power deployed

(i) The security manpower shall not accept any gratitude or reward in any form

(ii) 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.

(iii)The personnel engaged by service provider have to be extremely courteous with very pleasant mannerism in dealing with the Buyer Staff and should project an image of utmost discipline. Buyer Department shall have right to have any person removed 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 suitable replacement in all such cases.

- Security man power engaged by the Service Provider shall not take part in any staff union and association
- The persons deployed shall, during the course of their work be privy to certain confidential documents and information which they are not supposed to divulge to third In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract

(h**) Uniform and Badges**

(i) Service provider shall ensure that all security man power shall put on arms badge distinguisher the Agency for which they are working, shoulder or chest badge to indicate his role or function . Man power employed as Security guards shall, have whistle attached to the whistle cord and to be kept in the left pocket,. Shoes with eyelet and laces , headgear which may also carry the distinguisher mark of the service provider.

(ii) The clothes worn by the security man power while on active duty shall be such that they do not hamper in his efficient performance. In particular they will neither be too tight nor too loose as to obstruct movement or bending of limbs.

(iii) Every man power functioning as security guard will carry a notebook and writing instrument with him.

(iv) Every security person shall be provided one good quality torch and one baton.

(v) Every man power functioning as security guard while on active security duty will wear and display photo- identity card issued on the outer most garment above waist level on his person in s conspicuous manner.

(vi) Parameters of the uniform shall conform to provisions of Private Security Agencies (Regulation) Act.

1. **I) Monitoring and Supervision by the service provider**

(i) Service provider shall ensure that adequate supervision will be provided to ensure correct performance of the man power deployed in accordance with the prevailing assignment instructions agreed upon between the service provider and buyer organization. Even if security supervisor is not availed by the buyer organization service provider should keep track of performance of the staff deployed and give necessary support to ensure good performance.

(ii) 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.

(iii) 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.

(iv) The Service Provider shall be responsible to maintain all property and equipment of the Buyer Department entrusted to it.

(v) 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.

(j) Working hours and Reporting Time

- 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
- The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government However, they have to work on holidays, if necessary and required based on demand of work
- 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
- Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and
- 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
- .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 In case biometric system insisted, same is to be made available by buyer and access to be provided to the security persons deployed by service provider
- 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 The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed..

(k) **Physical standards and Medical check up**

(i) The security man power deployed shall be eligible for being engaged or employed if he or she fulfills the standards of physical fitness as specified in the Private Security Agencies (Regulation) Act. Service provider is therefore required to ensure that all deployed man power fulfill the requirements specified in Private Security Agencies (Regulation) Act. Service provider Agency should get medical check-up of its staff at the time of their induction in the rolls of the agency to ensure their fitness for the job assigned and annual medical check-ups to be done as prescribed under Private Security Agencies (Regulation) Act. A record of the same shall be maintained in the personal file of the security personnel. In case buyer demands for a copy of medical fitness certificate at time of deployment to their organization same shall be given

(ii) The security man power deployed should be free from evidence of any contagious or infectious disease. He or she should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public

(iii) 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

(l) Applicable Leave

(i) 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

(ii) in case of services hired for all 7 days also it shall be ensured that service personnel's are given at least 4 holidays in a month

(iii) The applicable casual leave is to be provided to the personnel and the payment for the applicable leave also shall be taken in to account for calculation of the payment to be made by the buyer

(iv) 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 besides any penalty for not providing substitutes as indicated in SLA

4.3 Special terms and conditions Applicable

(a). **Legal Status**

(i) 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.

(ii) 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 organization by whatever name be called without the prior written consent of the Authority.

(iii) For all intents and purposes, 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 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
- 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 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

(b) Indemnity

(i) 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

(ii) The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider.

(iii) 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

(iv 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

(c) **Disclosure of Information related to services rendered**

(i) Man power engaged by the Security man power service provider shall not divulge any information acquired by him or her during such employment with respect to the work which he or she has been assigned to anyone other than the buyer organization or to such person as the buyer organization directs .However such disclosure as may be required under Private Security Agencies (Regulation) Actor in connection with any inquiry or investigation by the police or as may be required by an authority or process of law shall be exempted from this

(ii) All security man power engaged by the service provider shall however render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that agency.. If violation of any law is noticed by any security man power during the course of discharge of duties, he r she shall bring it to the notice of s superior, who in turn shall inform the police either through buyer or service provider or on his own.

- **Ownership and retention of Material** : (i) Buyer shall own the material and documents provided to the Service Provider if any in connection with performance of this contract. Service Provider shall not, without the prior written consent of buyer store, copy, distribute or retain any material or Documents.
- Service Provider shall, upon termination of this agreement for any reason, or upon demand by buyer, whichever is earliest, return any and all material and information provided to Service Provider by buyer, including any copies or reproductions, both hardcopy and electronic.
- The Service Provider or man power provided shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer

- **Changes**: Nodal officer of the buyer or any other authorized official shall be competent to ask for any changes in the scope of work. Buyer is entitled to increase the quantum of order regarding number of man power by 25% and similarly shall be competent to reduce the man power also by 25%
- **Transportation**: The responsibility of arranging commutation for the man power and transportation of any items which are in the scope of service provider and requiring the transportation shall be responsibility of service provider
- **Insurance requirements**.

Service provider shall be responsible for any insurance requirements for the man power deployed regarding accidents etc. No claim for any compensation or damages on account of any injury or death of man power while performing the duties shall be entertained by the buyer organization Insurance requirements if any for the property or premises for which security is offered shall be the responsibility of the buyer

- Obligation regarding minimum wages, ESI,EPF contributions and billing
- Payment Procedure shall be in as specified in the General Terms and Conditions of GeM. The rate offered shall be including GST .Payment shall be made on the basis of the number of security personnel engaged.

(ii) 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.

(ii) Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed. Proof of deposit of both employers share and employees share of ESI & EPF shall be submitted to the buyer by the end of 15th day of succeeding month .

(iii)The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number or bank transfer details 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.

(iv)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 suitable penalties as per SLA and any other actions as per existing rules and regulations shall be taken

(v) The Service Provider shall submit before the Buyer Department, one copy of the monthly challan with Electronic Challan Cum receipt sheet indicating break down of contribution of each and every hired employee

regarding EPF and ESI within 7 days from the date of filing. . In case of any return in the form of monthly , quarterly and annual returns applicable same also to be filed and copy to be furnished to buyer .

(vi)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.

(vii) Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider is deemed to have confirmed that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.

(viii) 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.

(ix)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 as the price is inclusive of GST .

(x) The Service Provider must ensure timely payment of monthly salaries and all statutory entitlements to deployed manpower in compliance with the applicable laws and then submit the monthly bill along with documentary proofs (Invoice, Attendance Sheet, Salaries Payment Proof, etc.) for release of the payment from the Buyer.

(xi) 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.

(xii) Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.

(xiii)**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.

(xiv)The Total Price includes Minimum Wage, ESI, EPF, Admin Charge and GST on the mentioned components.

(xv)Bonus in accordance with the Bonus Act which at present is one month basic wage (not below Rs7000/-) which comes to monthly payment 8.33% of minimum wage or Rs 7000/- Shall also be payable by the buyer . Bonus is applicable to all employees minimum wage is below Rs 21000/-.In case of any changes in the bonus rates as per relevant notifications same shall be applicable .Bonus shall be payable only to the resources completing the required number of working days and fulfilling the requirements

(xvi)All Ex Servicemen should be paid as per wage structure laid down by Directorate General of Resettlement (DGR), Ministry of Defence.

(xvii)All organizations under Central Government should make payment as per the minimum wages laid down by the Central Labor Commissioner.

(xviii)Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any

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

(xx) In case of any changes in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage.It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.

(xxi)The bonus as applicable in terms of rules and regulations prevailing is payable by the buyer

(xxii)The cost of the Contract shall be valid for initial contract period and during this period no price escalation, other than minimum wages revision, shall be entertained by the Buyer

(xxiii)The payment shall be made as per the contract and after deduction of relevant penalties, if any. Service Provider shall raise the invoice as per the arrangement in the contract (monthly/ quarterly) towards the Services rendered in the previous month to the Buyer. Payment shall be effected by credit into the bank account of the Service Provider within 10 days of receiving the invoice, complete in all respects. The Service Provider shall provice correct bank account number and other details of the bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject to dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions, etc.

(xxiv)As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM.

Calculation Formula for the service

Total Cost = ((((Basic Pay (Minimum daily wage)+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+EPF Admin charge (INR per day)+Bonus (INR per day)+Optional Allowance 1 (in Rupees)+Optional Allowance 2 (in Rupees)+Optional Allowance 3 (in Rupees))Number of working days in a month)*1.18)+ (Percentage of Service charge inclusive of GST((Basic Pay (Minimum daily wage)+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+EPF Admin charge (INR per day)+Bonus (INR per day)+Optional Allowance 1 (in Rupees)+Optional Allowance 2 (in Rupees)+Optional Allowance 3 (in Rupees))*Number of working days in a month)/100))*Number of resources to be hired*Tenure/ Duration of Employment (in months)

Note : Actual payment may vary as per service rendered and mentioned in log sheet.

- **Statutory compliances**..Service provider shall abide by the Private Security Agencies (Regulation) Act , Minimum wages Act ,Contract labor Act etc. as applicable from time to time for man power employed for undertaking the services .Similarly in case of armed security guard service provider shall ensure that the licenses are kept valid and all legal formalitities and compliances for same are followed by the man Service provider shall also be required to ensure that the entitled leave as per labor laws are made available to security man power
- **Termination of contract before normal validity**;
- In case service provider commits defaults in terms of the agreement other than those specified warranting cancellation without notice , it shall be lawful for the buyer to issue a notice of termination of the contract by giving 15 days time to service provider..Service provider can make a representation during the notice period and takes steps to remedy the defaults and if buyer is satisfied with the same , buyer can take decision to withdraw the notice .The agreement shall automatically terminate on expiry of the notice period if same is not withdrawn by buyer.
- The termination notice shall be issued by buyer to the address of the service provider as shown in the agreement.
- However in case of instances such as not deploying resources within agreed time, serious security lapses, irregularities in service provider operations, expiry of validity of required licenses such as Private Security Agencies (Regulation) Act and in case cumulative penalty for violations of SLA reaches more than 10% contract can be terminated with immediate effect and no notice is required to be issued .
- In case of termination of the contract and buyer engage the services of another service provider for the remaining part of contract the same shall be at risk and cost of the service provider besides other actions such as encashment of performance security and administrative actions etc
- **Proprietary rights and indemnity:** Service Provider acknowledges that buyer`s business data and other buyer`s proprietary information or materials, whether developed by buyer`s or being used by buyer pursuant to a license agreement with a third party are confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Buyer depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage buyer and by that reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services

5. Penalties and Termination

(I) The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

SL.NO	Service Level Agreement	Baseline	Penalties For Breach		
			1ST Instance	2nd Instance	3rd Instance
1.	Delay in deployment of security personnel by the service provider	Deployment to start Within 2 weeks of the placement of service order	In case of deployment is made after 2 weeks of placement of order and delay is due to service provider 1% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference to service provider in case so desire	In case of deployment is made after 3 weeks of placement of order and delay is due to service provider 2% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference in case so desire	In case deployment not made 4 weeks after placement of order the contract shall be terminated without any reference
2.	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with public or employees of buyer organisation or other employees of service provider	No instance	Replacement of security personnel and Rs 500 fine on the service provider	Replacement of security personnel and Rs 1000 fine on the service provider	Replacement of security personnel and Rs 5000 fine on the service provider

3.	Security personnel not found displaying photo id or not in proper uniform	No instance	One day Salary due to the employee concerned for the day and Rs 500 penalty on service provider	One day Salary due to the concerned employee and Rs 1000 penalty on service provider	One day Salary due to the employee concerned and Rs 2500 penalty on service provider
4.	Security personnel indulging in drinking/sleeping	Zero instance	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 1000 on the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 2500 the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 5000 on the service provider
5.	If the resource is absent or takes leave without informing or taking prior approval and if service provider fails to provide a substitute	No instance	Penalty equal to wage of the person who was to do duty shall be levied along with an amount of Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 1000
6	In case of expiry of any of the licenses required for performing the services such as Private Security Agencies (Regulation) Act, etc		Termination of the contract		
7	Delay in payments of take home remuneration by the Service Provider to resources employed ,Delay in deposit of EPF and ESI (both employee and employer share)		Rs 1000 for each default		
8	In case of violation Minimum wages Act , Contract labor Act etc. as applicable from time to time applicable for the services		Penalty of Rs 5000 for default in addition to termination of contract and all responsibility on account of violation shall be responsibility of service provider		
9	Cumulative penalty		Cumulative penalty shall not exceed 10% of the total contract value and in case exceeds contract is liable to be cancelled		

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

1. **The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years :** The Bidder should have executed at least 1 No. projects with contract value not less than (Rs 75 Lakh) for each contract of providing manpower services to reputed firms in any last 3 FY.
2. **The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years :** X=1,Xx=25,N= ANYLAST 3 FY
3. **Geographic Presence: Office registration certificate :** PATNA/MUZAFFARPUR/BHAGALPUR/BEGUSARAI TOWN
4. **Additional Conditions specific to this bid :** FOLLOWING CONDITIONS ARE MANDATORY-
   1. PASARA (BIHAR) CERTIFICATE
   2. BIHAR SHOP & ESTABLISHMENT ACT CERTIFICATE
   3. LIN NUMBER
   4. CERTIFICATE OF INCORPORATION WITH OFFICE ADDRESS
   5. PARTICIPATION IN PRE BID MEETING IS MANDATORY
5. **Scope Of Work For the Service :** click here
6. **Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required :** click here

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

1. **Certificate (Requested in ATC) :** click here
2. **Statutory Auditor Certificate :** click here
3. **Project Experience And Certificates With Respect To Eligibility Criteria :** click here
4. **Copy Of Labour Licence/pf/epf/esi Registration Letter/certificate :** click here
5. **Copy Of Certificate For Incorporation/registration Of Bidding Entity Under Appropriateact/authority In India :** click here
6. **Work Order/ Contract For Similar Experience As Proof Of Manpower Demanded In The Past Year :** click here
7. **Registration Certificate For Geographical Presence As Required By Buyer :** click here
8. **Registration Document For Dgr Registration And Other Licenses :** click here
9. **Certificate For Security Star Rating :** click here
10. **Proof Of Training Certificate Of Manpower Supplied :** click here
11. **Write-up On Recruitment, Training And Safety Policy Note :** click here
12. **Proof Of Training Infrastructure Or Documents Substantiating Tie-up :** click here

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :	AXIS BANK LTD
ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):	3.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा |The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें|Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

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

1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*

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

2.2 *Generic*

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

2.3 *Forms of EMD and PBG*:

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

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

2.4 *Forms of EMD and PBG*:
Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

LIC OF INDIA, BEGUSARAI
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

2.5 *Forms of EMD and PBG*:
Bidders can also submit the EMD with Banker's Cheque in favour of

LIC OF INDIA
payable at
BEGUSARAI
.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.6 *Forms of EMD and PBG*:
Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

LIC OF INDIA
Account No.
91002025191042
IFSC Code
UTIB0000642
Bank Name
AXIS BANK
Branch address
PATEL CHOUK, BEGUSARAI
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.7 *Forms of EMD and PBG*:
Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

LIC OF INDIA
payable at
BEGUSARAI
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.8 *Forms of EMD and PBG*:
Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

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. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

2.9 *Buyer Added Bid Specific Scope Of Work(SOW)*:
File Attachment Click here to view the file .

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

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

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