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Government of National Capital Territory of Delhi

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30-Jul-2018 02:42 PM

: IMPACC (IV)/ dl764603/ DELHI/ DL-DLH

: SUBIN-DLDL76460320265294511350Q

: COMET ENTERPRISES

Article 4 Affidavit

Not Applicable

0

(Zero)

: COMET ENTERPRISES

: PUBLIC GRIEVANCES COMMISSION DELHI

: COMET ENTERPRISES

100

(One Hundred only)



Please write or type below this line.....

This Agreement made on this 01/08/2018 Day 2018-19 between Public Grievance Commission, Delhi, (herein after called the Department which expression shall unless excluded by or repugnant to the context, be deemed to include the successors in office) on the one part.

Recircul Apr chauters
7650304788.

For COMET ENTERPRISES

Proprietor

Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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M/s Comet Enterprises, 23-A Bhgwan Nagar, Ashram New Delhi-110014(herein called the "Service Provider" which expression shall, unless excluded by, by repugnant to the context be deemed to include his heirs, executors, administers, representatives and assigns or successors in office) on the other part.

Whereas the Public Grievance Commission is located at M-Block, Vikas Bhawan, I.P. Estate, New Delhi-110010. The offers from eligible contractors were invited to sanitation /cleaning services of PGC on the following terms and conditions for a period of one year commencing from date of engagement.

This Agreement Witnessed as Follows: -

- In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and condition of contract hereinafter referred to.
- 2. The following documents shall be deemed to form and and the read and contract of this agreement viz.
- 3. A. Letter of acceptance of award of contract,
 - B. Terms and conditions as per GEM contract.
 - C. Scope of work as per GEM contract.
 - D. Billing cycle monthly.
 - E. Any other documents forming part of the Contract.
- 4. In consideration of the payment to be made by the Department to the contractor and hereinafter mentioned, the contractor hereby covenants with the department to execute and the sanitation services w.e.f. 01-08-2018 as per the provision of the agreement as per GEM contract.
- 5. The department hereby covenants to pay the contractor in consideration of the executive and completion of the work/services as per this agreement, the contract price of Rs. 474710.96/- (Four Lakh Seventy Four Thousand Seven Hundred Ten and Ninety Six Paisa) inclusive all taxes and material per annum for a period of one year w.e.f. 01.08.2018 to 31.07.2019.
- 6. The contractor through his contract labour has agreed to attend to the following services (hereinafter referred to "said service") in the in the Work assigned by Public Grievance Commission for a period of one year commencing from the date of engagement. The service includes.
 - a) Duty hours of worker will be from Monday to Saturday for 8 hours
 - b) Office work attending to related services in Public Grievance Commission, New Delhi
- The Contractor shall deploy worker who is efficient, honest and conversant with the nature of work to attend to the above works on a continuous basis every day.
- 8. The Contractor shall provide the said services properly and efficiently in the predetermined schedule of time. Besides this, the Contractor shall undertake to render additional related services as and when desired by the PGC even though it is outside the working hours

For COMET EXPERISES

Proprietor

If for any reason, the deployed worker has not reported for rendering above services, the Contractor shall immediately provide the substitute without any additional charges.

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- 10. The standard of services shall be always to the satisfaction of the PGC and if the Contractor fails to attend to the services to the satisfaction of the PGC may bring it to the notice of the contractor for effecting necessary improvement in the nature of services which the Contractor shall comply with within three days of such notice
- 11. The worker deputed for attending the said services should be available at place of duty between and (8 hours) or as fixed by the PGC as per the duty roster.
- 12. The contractor shall communicate the name, present residential address, Age, etc of the persons deployed for the work, such workers should wear the prescribed neat and clean uniform accordingly to the season and same shall be provided by the Contractor at his own cost.
 - 13. The contractor shall comply with the provisions of the labor status applicable to the case like providing weekly off to the workers, etc
- 14. The contractor shall be solely liable for compliance of the provisions of labor Statutes, including workmen's Compensation Act and that the PGC shall not be liable for the lapses of the Contractor arising out of non-compliance.
- 15. Be clearly understood and agreed by the Contractor that by this deed no Relationship of employer employee is created between Public Grievance commission and the workers assigned to the said services under this agreement. For all the purposes such worker are the worker of the Contractor and it is also agreed by the contractor that such workers remain under his control and Supervision and he is liable for payment of their wages.
- 16. In case the work is not satisfactory the in-charge officer of the Public Grievance Commission, New Delhi may terminate the contract without assigning any reason at any time without prior notice.
- 17. Should the contractor commit any breach of any of the terms and condition hereof & or fail or neglect to carry out any instructions issued to him by the in charge of Public Grievance Commission from time to time it shall be opened and lawful for the PGC to terminate this agreement forthwith.

In witness whereof both the parties set their respective hand to this agreement on the date, month and year written above.

Signed and delivered by the within named in the presence of witness.

Witnesses

For & on behalf

of Public Grievance Commission

LP Estate, New Deini-11011

2.

1.

Witness

For & on behalf of M/s Comet Enterprises

For COMET ENTERPRISES

Proprietor

(VIKRAM)

Comet Enterprises

ENGINEERS, CONTRACTORS & GENERAL ORDER SUPPLIERS



Head Office: 23-A, Bhagwan Nagar, Ashram, New Delhi-110 014, Ph.: 011-26221052, Mob.: 9971703737, 9312440960, 9971743737 E-mail: comet_ent@yahoo.co.in, kalka_00@yahoo.co.in, parveenbharti46@gmail.com An ISO 9001: 2008 Certified & NSIC Registered

To The Dy. Secretary (CT), Public Grievances Commission M-Block, Vikas Bhawan, I.P. Estate, New Delhi-110110

Subject:- Acceptance letter of Sanitation / Cleaning Services in Public Grievances Commission GNCTD of Delhi.

Respected Sir,

It gives immense pleasure to accept the award of letter vide ref. no. F1(11)/2018-19/PGC/CT/10262 Dated 12.07.2018 for Sanitation/Cleaning services at Public Grievances Commission, M-Block, Vikas Bhawan, IP Estate, New Delhi . We are accept all the terms and conditions of letter.

Thanking you

Yours faithfully

For COMET ENTERPRISES

Proprietor

Estimated



Contract

Contract No:GEMC-511687730859908

Generated Date:12-Jul-2018

Organisation Details

Type:

State Government

Ministry:

Department:

Public Grievances Commission, Delhi

Organisation Name: N/A Office Zone:

Pgc

Buyer Details

GEM Unique ID:

GEM/2018/pacadmn delhi

Name:

Rajender GAUR

Designation:

HEAD CLERK

Contact No ·

9717953001

Fmail ID:

rk.gaur36@gov.in

GSTIN:

Address:

M Block Vikas Bhawan I P Estate New Delhi, CENTRAL DELHI, DELHI-110002, India

Financial Approval Detail

IFD Occurence : No

Designation of Administrative Approval: HOO Designation of Financial Approval : Dy Secretary

Service Provider Details

GEM Unique ID:

GEM/2018/comet_ent@yahoo.co.in

Company Name:

COMET ENTERPRISES

Contact No.:

9971703737 comet_ent@yahoo.co.in

Email ID: Address:

23-A, Bhagwan Nagar, Ashram, New Delhi-110014,

SOUTH DELHI, ---, -

Service Details

Contract Start Date: 01-Aug-2018 00:00:00

Contract End Date: 31-Jul-2019 00:00:00

Service	Quantity	Rate Sheet		Amount
man Resource Outsourcing rvice ing Cycle: monthly egory Name: Human Resource Outsourcing vice perience (in Years): 0-3 mber Of Working Days in Week: 6 alifications: Under Matriculate egory of Service: Sweeper cum Guard	2	Other Charges Including Allowances over and above Minimum Wage (% Per Month)	18	474,710.96
Add-ons : - Not Applicable				
- Company of the Comp		Total Estimated Amount Including All Duties and Taxes in INR		474,710.96

SLA Details - Human Resource Outsourcing Service

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 empaneling 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 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.
- Manpower with expertise and knowledge in Eighteen areas has been considered as of now. More professionals can be added as per the requirements of the Buyer.

2. Scope of Work

· 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.

3. Job responibilities

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	 Create and manages documentation in electronic and hard copy formats. Assist with program planning and development. Indicate rule position and provide advanced office support, plan and organise administrative operations. Prepare required reports, arrange travel for staff, assemble material for meetings and order supplies. Develop spreadsheets and reports to track budgets, expenditures. Provide formatting and editing for reports, proposals and presentations. Maintain departmental calendar and schedule meetings.
2	Accounting Operator	 Maintain accounting records, assure generally accepted accounting principles are followed and perform accounting studies and financial analysis. Assess products and procedures for compliance with government standards, accounting principles, and internal controls. Assess operational weaknesses, perform process improvement analysis. Compile narrative, statistical and graphical material concerning budgetary issues. Provide budgetary and financial advice in the development of budget requirements.
3	Court Reporter	 Create verbatim transcripts of speeches, conversations, legal proceedings, meetings, and other events. Responsible for ensuring a complete, accurate, and secure legal record. 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. 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.
4	Messenger Courier	 Deliver messages, documents, packages and mail to various business concerns or governmental agencies. Miscellaneous errands such as carrying mail within the base and sorting/opening incoming and outgoing mail Obtain receipts for articles delivered and keep a log of items received and delivered. Deliver items to offices and departments within an establishment.
5	Film/ Tape Librarian	 Administer the films and other audio visual material in the library. Advise other library personnel on audio visual materials and appropriate selection for particular needs and uses. Establish and maintain contact with major film distributors and resources for procurement of tapes and cassettes. Evaluate materials, considering their technical, informational, and aesthetic qualities, and selects materials for library collections. Prepare summaries of acquisitions and maintain a catalogue. May operate film projectors, splicers, film inspection equipment, and tape and record playing equipment. May also train personnel in operation and maintenance of audio visual equipment.
6	Data Entry Operator	 Handling of official communication preferably in English/Hindi. Data entry and verification, data validation, reconciliation of validation errors. Preparation of documents, letters and tables, power point presentations, document conversion and computer file handling. Cataloguing, filing, maintenance of files. Movement of files from one room to other as per instructions of the officers and staff. Taking regular back up of data/files on computer. Provide support to other Human Resource personnel.

 Support in file maintenance, record maintenance and other basic HR functions. Evaluate and consolidate information from various sources under short deadlines, such

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5	5	
6	/	

as internal or external survey information, reporting on company employment statistics

with cleaning of walls/window/window panes/door /removal of cobwebs in the absence

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
 Control influx of patients in the doctor's room in case need arises due to shortage of

7	Personnel Assistant	 May be involved in identifying potential issues and grievance procedures, in addition to documenting necessary information to avoid company threat. May make recommendations to human resource professionals on job classification, wage rates, and employee salaries.
8	Secretary attached to senior officers	 Respond to routine telephone requests, refer calls and visitors to appropriate staff. Control mail and assure timely staff response, and send form letters. Maintain supervisor's calendar, make appointments, and arrange for meeting rooms. Review materials prepared for supervisor's approval for typographical accuracy and proper format. Requisition supplies, printing, maintenance or other services, type, take and transcribe dictation, create and maintain office files. Make arrangements for conferences and meetings and assemble established background materials as directed. Review outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures. Explain to subordinate staff supervisor's requirements concerning office procedures, coordinate personnel and administrative forms for the office and forwards for processing. Anticipate and prepare materials needed by the supervisor for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs supervisor on matters to be considered.
9	Dispatcher	 Dispatch workers, work crews, equipment, or service vehicles to appropriate locations according to the requests, specifications or needs. Record and maintain files and records of customer requests, work or services performed, charges, expenses, inventory, and other dispatch information. Monitor personnel and/or equipment locations and utilization in order to coordinate service and schedules. Confer with customers or supervising personnel in order to address questions, problems, and requests for service or equipment. Relay work orders, messages, and information to or from work crews, supervisors, and field inspectors using telephones or two-way radios.
10	Stenographer	 Take dictation in shorthand of correspondence, reports, and other matter, and operates typewriter to transcribe dictated material.
11	Receptionist Cum Operator	 Greeting visitors, determining nature of visits and directing visitors to appropriate persons. 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.
12	Multi-tasking Staff	 Serving water snacks/tea etc. to officers, staff and guests as per the instructions of offices and staff. Manage incoming and outgoing files/letters/packages. Visiting offices to distributes/receive office documents. Binding/repairing of office documents. Organise and maintaining cleanliness of work area/desk. 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. Monitoring, maintenance and operation of installed water pump for supply of water in water tank, RO Plant, Water coolers for drinking water. Besides above he shall carry out the all other related jobs as and when directed / assigned by the management.
		 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.

13 Sweeper cum Guard 14 Nursing Orderly 15 Nursing Orderly Supervisor Audit Clerk 16 Cleaning Staff Male/Female 17 18 Driver LMV

manpower.

- Fulfil the role of an attendant to the doctor during examination of patient in case need arises.
- Assist the Pharmacist in arrangement of Medicine and accompanying during monthly indept
- Assist the Public Health Nurse and ANM during outreach sessions as attendant.
- Perform duties of watchmen at the dispensary as specified by the medical officer In-charge on roster basis.
- To participate in any outdoor activity (Field Camps) for delivery of health care along with other members of the Dispensary
- 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.
- 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.
- Will be part of the quick response teams to deliver health care in the field during crisis situations to meet contingency situation
- When posted with a medical officer he/she will control the influx of patients to the doctor's room.
- Dusting and cleaning the office furniture, doors, windows etc.
- He/She will be responsible for the proper upkeep and cleaning of doctor's consulting rooms and other rooms including all furniture, equipment therein.
- He/She will arrange the doctor's tables and examination table for the patients.
- 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.
- Similarly he will collect any other logistics from the district/state HQ/or any other place as instructed by the MOI/c.
- He/She will accompany the storekeeper and get the indents from the main store.
- 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.
- Wherever necessary, he/she will arrange for procurement of water for mixture/drinking purposes.
- Check the punctuality of nursing orderly/attendant deployed in dispensaries
- · Resolve the issues of nursing orderly/attendant.
- Supervisor will report to CDMO and provide supervision of nursing orderly/attendant (visit at least 3 to 4dispensaries in a day)
- The supervisor will also be available round the clock on telephone to provide support & resolve any issues of nursing orderly/attendant
- Verifying records and financial statements created by other employees.
- Reviewing accounting records and financial data to check for accuracy.
- Correcting or noting errors within accounting records.
- Processing invoices and payments.
- Compiling financial data and creating reports.
- Ensuring compliance with company policies and the law.
- 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 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 equipments.
- 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.
- 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

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.19	Office Supervisor	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.
		Shelving of books.
		 Tooling of books and sticking of barcodes labels on books. Entry of girt books.
20	Library Restorer	Checking of due date slips and book cards.
		Supervising pasting and labeling.
		To assist the librarian in all the above mentioned activities.
		Operates and supports the computer systems and related peripheral equipment
		including the host computers that run the organisation's applications, in addition to other
24	Computer Operator	operational tools, software and computer devices.
21	Computer Operator	 Areas of responsibility include computer operations, report distribution.
		 Analyse and resolve hardware/software problems.
		 Report generation and programming work if assigned by buyer.
		E E
		 To attend all types of work of Mali e.g. grass cutting, flowering, planting, watering of
22	Mali/ Beldar	plants and maintenance and gardens etc. eight hours day six days of week
		 Any other duty assigned by the Institute.
		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.
23	Assistant Sports Officer	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 equipments.
		Or any other associated activity/requirement as specified by the buyer
		Driver must possess the knowledge of India Motor Vehicle Act 2018.
		And the first of the Committee of the Co
		He must have understanding of motor mechanism and ability to execute minor repairs.
		Must have good interpersonal skills and the ability to serve public in a positive and pleasant
		manner.
24	Driver(HMV)	Has not been convicted of any offence indicating that he is not capable of performing efficiently
		the duties of the post of Driver.
		Or any other associated activity/requirement as specified by the buyer.
		Shall follow all the guidelines of the organization where they are deployed and any other such
		directions issued by the organization.
		Conductor has the knowledge of salient feature of the vehicle and all major components of fuel
		and electrical system for AC/non AC HMVs.
		He has to take care of the Initial Preparations of the vehicle and must have the knowledge of
		transport laws of the state.
		Must have good interpersonal skills and the ability to serve public in a positive and pleasant
25	Conductor(HMV)	manner.
	and the state of t	Additionally, conductor must deposit the receipt on a daily basis with the cashier of the
		department.
		He must carry route receipt/way bills including electronic ticketing machine if provided.
		Considerable and absolute analysis of the construction of the city
		Support any in-route checks conducted by any transport authority.
		Or any other associated activity/requirement as specified by the buyer.

formulas.

ecticides, applying kr

Cover areas to specified depths with pesticides/ insecticides, applying kill conditions, droplet sizes, elevation-to-distance ratios, and obstructions.

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

4. Other Requirements

- 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.
- 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.
- 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.
- 4. 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.
- 5. The Service Provider shall ensure the following in respect of his employees-
- 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.
- 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.
- Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
- 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 premises.

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.

- The Human Resource Services 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 have registration for income tax.
- 3. The Service Provider shall have a minimum of three years' experience of providing human resources services. Work order letter, work completion certificate, letter of recommendation & performance certificate from the officer in charge with official stamp should be submitted by the Service Provider.
- 4. The Service Provider has to submit the list of similar works executed during the last 3 years and list of similar works under execution as per the pro-forma on their letter head. The Service Provider has to give a declaration/undertaking as per pro-forma on their letter head.
- 5. 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.
- 6. 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.
- 7. In case of major default on the part of the Service Provider, the Buyer may provide a 24 hour's written notice terminating the contract to the Service Provider.
- 8. 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.
- 9. 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.

5. Payment

- 1. 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.
- 2. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. Before imposing a penalty, the user department will provide 3 days' prior notice to the Service Provider to make its representation. 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.
- 3. 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.
- 4. All applicable taxes and duties except service tax, 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.
- 5. 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.
- 6. 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.
- 7. Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.

- 8. 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.
- 9. 'Th tal 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 or 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.
- 10. 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.

6. Annexure 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	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	Bachelor's degree in any field Proficient in Hindi and English Well versed with MS Word and MS Excel
10	Stenographer	Bachelor's degree in any field Proficient in Hindi and English Should possess a shorthand /typing speed of 50 words per minute. Well versed with MS Word and MS Powerpoint
-		Bachelor's degree in any field

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

7. 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.

8. Penalties

- 1. Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
- 2. 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
 - thentract after giving a notice of 30 days

9. SLA and Penalties

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

Non deployment of total manpower mentioned in the contract as per the Up to 15 Days, @1% per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10%.

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.

3lf 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

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%

If the employee is found responsible for adopting illegal and foul 5methods or exercising any corrupt practice in collusion with any third party or officials at the work place

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.

Consignee Detail

S.No	Consignee Name	Service Procured	Service Details including Add On	Quantity
1	Rajender GAUR 9717953001 rk.gaur36@gov.in M Block Vikas Bhawan I P Estate New Delhi, CENTRAL DELHI, DELHI-110002, India	Human Resource Outsourcing Service	Minimum Wage Per Day (Including ESI,PF,ELDI, PF Admin Charge) in INR Exclusive of GST: 629.58 Number of Service Days in a Month: 26	2

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.

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Sanction Order

Sanction No: 511687730859908 Sanction Date: 10-Jul-2018

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details		Buyer Details	
Type: Ministry: Department: Organisation Name: Office Name:	State Government Public Grievances Commission, Delhi N/A Pgc	GEM Unique ID: Name: Designation: Contact No: Email ID: GSTIN: Address:	pgcadmn_delhi Rajender GAUR HEAD CLERK 9717953001 rk.gaur36@gov.in N M Block Vikas Bhawan I P Estate New Delhi CENTRAL DELHI DELHI - 110002

Financial Approval Detail

Designation of official providing Administration approval: HOO

IFD Concurrence Required?

Budget availablity

Designation of official providing Financial approval:

NO

YES

Dy Secretary

Seller Details

GEM Unique ID:

Comp5701

Company Name:

COMET ENTERPRISES

Contact No:

9971703737

Email ID: Address: comet_ent@yahoo.co.in

COMET ENTERPRISES

SOUTH DELHI

Service Details

#	Services	Ordered Quantity	Price per Quantity	Contract Period	Billing Cycle	Est. Amount
1	Human Resource Outsourcing Service	2	237355.48	Start Date: 01.08.2018 00:00 End Date: 31.07.2019 00:00	monthly	474710.96
Tot	al Order Value (in INR)			1.		474710.96

Consignee Details

S.No	Consignee	Service-Name	Service-Details	Quantity
1	Rajender GAUR 9717953001 rk.gaur36@gov.in M Block Vikas Bhawan I P Estate New Delhi CENTRAL DELHI DELHI - 110002	Human Resource Outsourcing Service	Minimum Wage Per Day (Including ESI,PF.ELDI, PF Admin Charge) in INR Exclusive of GST: 629.58 Number of Service Days in a Month: 26 Experience (in Years): 0-3 Number Of Working Days in Week: 6 Qualifications: Under Matriculate Category of Service: Sweeper cum Guard	2

Terms & Conditions

1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time.

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