बिड संख्या/Bid Number: GEM/2026/B/8245724
दिनांक /Dated: 05-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-11-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	15 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Commerce And Industry
विभाग का नाम/Department Name	Department Of Commerce
संगठन का नाम/Organisation Name	Export Credit Guarantee Corporation Of India Limited (ecgc)
कार्यालय का नाम/Office Name	Mumbai212
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :prakash.kumar@ecgc.in Buyer Email id: buycon147.ecgcile.mh@gembuyer.in
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Semi-skilled; High School; Others
अनुबंध अवधि /Contract Period	3 Year(s) 1 Day(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	70 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/**Document required from seller**	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of

Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description:1793875236.pdf

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:1793874062.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:1793875556.pdf

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:1793875544.pdf

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Others (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	High School
Type of Function	Others
List of Profiles	Driver - LMV
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Kerala
एडऑन /Addon(s)	

विवरण/ Specification	मूल्य/ Values
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	DA(VARIABLE), HRA,CCA
Title for Optional Allowances 2	GRATUITY AND EARNED LEAVE ENCASHMENT
Title for Optional Allowances 3	OTHER ALLOWANCE (O)
Designation	DRIVER

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Adarsh Tripathi	682015,ECGC LTD, 2ND FLOOR, HDFC HOUSE RAVIPURAM JUNCTION, MG ROAD KOCHI - 682015	1	• Minimum daily wage (INR) exclusive of GST : 334.61 • Bonus (INR per day) : 44.95 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 285.94 • Optional Allowances 2 (INR per day) : 89.48 • Optional Allowances 3 (INR per day) : 483.65 • Estimated Number of Overtime Hours per Resource per Month : 16 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 250 • ESI (INR per day) : 35.88 • Provident Fund (INR per day) : 125 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 36

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Service & Support**

   AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2. **Service & Support**

   Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

3. **Service & Support**

   Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

4. **Payment**

   PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

5. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

6. **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.

7. **Buyer Added Bid Specific SLA**

   File Attachment Click here to view the file.

8. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

Annexure - I

AGREEMENT FOR DRIVER SERVICES

This agreement is made and entered into at ..... this _____ day of 2026.

By and Between

_

ECGC Limited, a Public Sector Enterprise wholly owned by Govt. of India and a company duly incorporated under the provisions of the Companies Act, 1956 ha ving Corporate Identity Number U74999MH1957GOI010918 and PAN No. AAAC E0296K having its Branch office at HDFC House, 2nd Floor MG Road Kochi – 682 015 _hereinafter referred to as “The Company” through its authorized represent ative Branch Manager (Name/ Designation) (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include it s successors in business and assigns) of the **FIRST PART**.

And

_____, a Company/ Firm, with PAN No..... and having its Office at_____hereinafter referred to as "**The Service Provide r**" through its authorized representative _____(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and includ e its successors in business and assigns) on the **OTHER PART**.

The Company and the Service Provider are hereinafter collectively referred to a s the “Parties” and individually as “Party”.

WHEREAS

The Company, engaged in the business of providing export credit insurance to e xporters and banks, wants to procure man power services, more particularly services of Driver.

The Service Provider is engaged in the business of providing car drivers and ma n power services for various organizations and is an independent Service Pro vider.

The Service Provider has represented and warranted that it has the necessary manpower to be deployed at various offices for car driving purposes and oth er incidental services through its own employees and it has obtained all nece ssary permissions and authorizations in that regard.

The Service Provider has offered to deploy/provide Car Driver at Company’s Bra nch office of the Company’s officials as the case may be (hereinafter collectively referred to as “The Premises).

On the basis of the aforesaid representations, the Company has agreed to utilize the services of the Service Provider for providing car driver in respect of t he aforesaid premises on the terms and conditions mutually agreed between th e parties.

NOW THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. AGREEMENT PERIOD:

   This Agreement is valid for a period of 03 year with effect from 01.01.2027 t o 31.12.2029 and may be renewed for a further period, on mutually accepta ble terms and conditions, by both parties in writing.

2. SCOPE OF SERVICE:

   To deploy/ provide one car driver at the Company's premises (hereinafter ref erred to as "said Services").

3. CONSIDERATION & PAYMENT TERMS:

   a. Subject to providing the said Services including any incidental services, t o satisfaction of the Company, the Company agrees to pay a consideratio n amount of Rs…..(in words) per month per driver which is excl usive of GST (hereinafter referred to as 'Consideration') to the Service Pro vider subject to Tax Deduction at Source (TDS). A detailed breakup of the consideration is attached as an Annexure-I to this Agreement and forms a n integral part of this Agreement.

   b. It is agreed by and between the parties that the consideration of this Agr eement is variable and is subject to change only in accordance with the C entral/State Government notification, circulars, orders or advisory issued t hereto from time to time in relation to rules and regulations governing wa ges or any other regulations from time to time. However, the monthly ser vice charge payable to the Service Provider shall remain fixed at _____ as mentioned at Annexure I of this Agreement.

   c. It is clearly agreed and established that the Service Provider operates as an independent business and the consideration referred to hereinabove is inclusive of its business expenses and statutory obligations and that there are no hidden or other costs or expenses chargeable on the Company.

   d. The service charges mentioned in Annexure-I shall remain fixed till_____ 31.12.2029 As such, no cost escalation of any type shall be allowed oth

er than any statutory changes in the Minimum Wages Act (Changes in DA/ Basic pay etc) or any statutory changes by order/notification of any Gover nment/statutory authority.

e. Subject to the Service Provider complying with terms of this Agreement a nd performing the said Services to the satisfaction of the Company, the C ompany shall pay the consideration, in accordance with clause 3 above, upon receipt of correct and valid tax invoice from the Service Provider in accordance with applicable laws, within 10 business days from the date of receipt of the tax invoice and the same shall be subject to deduction of ta x at applicable rates. The payment of consideration shall be subject to ver ification by the company of the amount raised in accordance with the nu mber of days and hours of duty done for each day in the month by the dri ver so deployed. The invoice shall have receipts of statutory payment suc h as PF, ESIC, Gratuity insurance with respect to previous month.

f. The Service Provider shall ensure that the salaries to the deployed driver (s) is disbursed by 5th day of the subsequent month, for which invoice is r aised.

4. DUTIES AND OBLIGATIONS OF THE SERVICE PROVIDER:

a. The driver deployed at the premises of the Company by the Service Provider sh all be the employee of the Service Provider at all times and the Service Provider shall comply with all the Statutes, Rules, Regulations of the State/Central Govt. and other authorities, which are applicable for the purpose of providing said Ser vices to the Company herein. The Service Provider shall also comply, inter-alia, with all other Central/State Government statutes, rules and requirements including but not limited to the provisions of the Contract Labour (Abolition & C ontrol) Act, Minimum Wages Act, Payment of Wages Act, Payment of Gratuity Ac t, Industrial Disputes Act, Employees Provident Fund and Miscellaneous Provisio ns Act, Employees State Insurance Act, Workmen’s Compensation Act, Contract Labour Regulation, Abolition Act, etc. as amended from time to time.

b. The Service Provider shall be solely responsible to maintain all forms, registers, attendance register and other documents required to be maintained under the applicable Central/ State Government statutes, rules and regulations, and shall produce the same for inspection/audit whenever required by the Company or its representative and/or Government officials or any other persons authorized und er various statutes. The said records to be preserved for future reference as per applicable laws.

c. The Service Provider shall also be solely responsible for timely payment of all taxes, cess, and fees, etc. if any, payable for implementation of this Agreement.

d. The Service Provider shall obtain and maintain relevant and sufficient insurance coverage for the driver deployed at the Premises of Company and the Company shall not be held liable for any harm and/or accident caused to the personnel employed by the Service Provider during the course of their engagement owing to the negligence of the personnel.

e. The personnel deployed by the Service Provider will be strictly under the supervision of the Service Provider and it will be the responsibility of the Service Provider to get the work done through its personnel.

f. The Service Provider shall be vicariously liable for all acts, deeds, omissions and commissions of the driver while deployed at the Company's Premises for performance of Services under this Agreement.

g. The Service Provider shall ensure that all the Rules and Regulations of the Company regarding discipline & policies, safety, hygiene and sanitation are complied with by the driver(s) deployed at the premises of the Company and the timings are to be strictly adhered to by the driver(s).

h. The Service Provider shall be responsible for fulfillment and performance of the obligations under this Agreement. The Service Provider further undertakes to adhere to the Terms and conditions of this Agreement strictly without any lapses on their part.

i. The Service Provider agrees to employ and depute such personnel who have adequate and appropriate experience in performing their functions and duties at the Premises. The Service Provider agrees not to deploy any personnel at the Premises who have had limited or no experience in driving. The drivers deployed at the Premises shall be fully trained and professional in discharging their duties and functions. The Service Provider shall ensure necessary supervision to ensure the highest level of performance of Services under this Agreement. The Service Provider shall be responsible for providing the training that may be required by the driver in performance of its obligations.

j. The Service Provider shall verify the personal bio-data of its driver before deploying the driver to the premises of the Company and carry out necessary police verification of the records provided by the driver. The Service Provider shall ensure that no person having any criminal record be deployed as a driver under this Agreement.

k. The Service Provider shall ensure that the deployed driver should be physically

fit, active and mentally sound and has proper skill and qualification with valid dr iving license as to perform the Services under this Agreement and should not su ffer from any ailment or chronic diseases. In addition to this, the Service Provide r shall ensure to deploy a sincere and honest driver having good past track reco rd. The Company reserves the right to require the Service Provider to change th e deployed personnel at any time under this Agreement. The Company shall ha ve the right to have any personnel of the Service Provider who is considered to be undesirable or unsuitable removed from the premises immediately.

l. The Service Provider shall be responsible for the payment of wages/salaries to t he driver. The Service Provider shall promptly and timely deposit the statutory benefits like PF, ESI etc. to respective authorities and shall maintain necessary documents / records in support of the above and shall furnish the same to the C ompany on a monthly basis along with invoice for the subsequent month. Any q ueries received from PF office/ ESIC office or from any Central/State Governmen t or regulatory authority to that regard shall be attended to and responded only by the Service Provider from the Effective Date of this Agreement and even afte r expiry of the Agreement. ECGC reserves its right to hold payment of the servic e charges for subsequent months till proof of such remittances is furnished.

m. If any facility or benefit required under any Statutes, Rules or Regulations is re quired to be provided by the Service Provider for the benefit of its driver deploy ed at the premises of the Company and the Service Provider fails to provide the same, the Company may insist that the Service Provider provide the same to th e said driver. If the Service Provider fails to do so within a reasonable time, then the Company may provide the said facility and recover all expenses incurred by the Company in providing the said facility from the monthly payments due to th e Service Provider under this agreement.

n. The Service Provider and his deployed driver while performing the obligations u nder this Agreement shall ensure that proper care and precaution is taken to pr otect the assets of the Company from loss, destruction, theft, and misuse and s hall ensure that any person not authorized by the Company shall not utilize or h ave access to these assets. In the event of any loss or damage caused to the as sets of the Company by the driver deployed, the Service Provider shall be liable for indemnifying the Company for the loss or damage so caused.

o. The Service Provider shall be responsible for arranging for reliever driver to the Company in case of leave or absence (for any reason whatsoever) of the deploy ed Driver for performing his duties. If Service Provider fails to arrange reliever, the Company reserves the right to deduct the payment on a pro-rata basis for s uch period of absence. In such event the Company reserves the right to make n

ecessary alternate arrangements. The Service Provider shall be liable for indem nifying the Company to the extent of cost incurred in making alternate arrange ments.

p. In case of termination or expiry of the Agreement, the Service Provider shall ret ain copy of records pertaining to the driver(s) deployed at the Company's Premi ses for at least 5 years after such termination or expiry. Any relaxation or indulg ence granted by the Company to the Service Provider under this Agreement sha ll not in any way prejudice any of the rights of the Company.

q. The Service Provider shall furnish the name, copy of driving license, ID proof an d photos of drivers deployed to work under this Agreement.

r. If any complaint arises in respect of Services not properly rendered by the staff / personnel of the Service Provider, the Service Provider shall rectify the same/r edress immediately and without any delay whatsoever, failing which the Compa ny shall be at liberty to exercise its termination rights under this Agreement. Th e Company shall be entitled to monitor and assess the performance of the Servi ce Provider on a continuous basis in order to ensure necessary corrective or pre ventive measures are taken, if the need arises.

s. Upon receipt of a notice/information/feedback of unsatisfactory services from t he Company, the Service Provider agrees to fully address and remedy such erro rs within one week of receiving such notice/information/feedback.

t. The Service Provider agrees and undertakes that they have not directly or thro ugh any other person or firm offered, promised or given nor shall offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our proposal/offer/bid/tender/contract or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchan ge advantage of any kind whatsoever, before or during or after the processing a nd/or approval of our proposal/offer/bid/tender/contract.

u. The Service Provider undertakes that the Gratuity shall be paid to the personne l deployed under this Agreement as per the provisions of the Payment of Gratuit y Act, 1972. The Service Provider shall obtain an insurance for his liability for pa yment towards Gratuity from any prescribed insurer as per section 4 (A) of the P ayment of Gratuity Act, 1972 and shall keep such policy in good order. The Serv ice Provider shall submit a copy of such insurance and also the copy of premium towards such insurance every month with invoice.

5. STATUTORY COMPLIANCES:

a. All Statutory levies shall be charged as applicable, in accordance with the prevailing laws.

b. Working hours: Monday to Saturday - 10 Hours working per day from 9. A. M. to 6 P. M. with Weekly off One day per week (i.e. Sunday) and as per the Company's holiday list for the Premises.

c. Service Provider shall ensure to provide the below mentioned statutor y benefits to the deployed driver as per Minimum Wages Act and applicable Rules for the State of Kerala_____

i. __ days of paid leave in one year as per applicable Rules for t he State of Kerala or such other leave as per any other applicable labour laws.

ii. 4 paid National Holidays 26th Jan, 15th August, 1st May & 2nd October. In case of any urgency if the deployed driver is called o n duty on these days they will be entitled for one day average sa lary of the day in which the driver called on duty (excluding the Overtime payment) in addition to the salary paid for that day an d leave on any other day.

iii. If the deployed driver works beyond 10 hours of duty in a day, t hey will be entitled for overtime payment at the prevailing rate a s mentioned in Annexure – I for every additional hour over and a bove the daily wage.

iv. In case of outstation visits, additional charges at the prevailing rate as mentioned in Annexure – I per day would be applicable a nd in case of night retention, prevailing rate as mentioned in Ann exure – I for per night would be applicable over and above the no rmal daily wage.

v. Dinner charges at the prevailing rate as mentioned in Annexure – I will be applicable if overtime exceeds beyond 10 pm.

d. If the deployed driver takes leave or is absent on duty for any of the re ason, the Service Provider will be responsible for providing the reliever driver in the same salary amount.

e. An Allowance at the prevailing rate as mentioned in Annexure – I shall be paid in addition to the salary if driver is called and attends duty on Sunday.

f. Bonus to be paid annually as per the provisions of the Payment of Bon

us Act.

6. TERMINATION:

a. During the period of Agreement, the Company shall have the right to terminate this Agreement by giving to the other 30 days previous notice in writing and wit hout assigning any reason whatsoever.

b. Upon termination of this Agreement, Service Provider shall promptly return to t he Company any records/documents, on the Company's instructions, any writte n matter, material, confidential or other information and any other items either acquired from the Company such as RC Book of the Car, pollution check docum ents, car keys etc. or created by Service Provider in the course of providing Ser vices and/or any Statement of Work, any derivative work ("**Company Material s**").

c. It is agreed that after termination of this Agreement for any reason whatsoever, Service Provider shall be liable and responsible to immediately remove its deplo yed driver/ any Personnel, if any, assigned by him for the performance of the se rvices under this Agreement.

7. GENERAL TERMS:

a. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties with respect to the Services hereof and supersedes all prior written agre ements, understandings and negotiations, both written and oral, betwee n the Parties with respect to the subject matter of this Agreement.

b. AMENDMENT:

The Company does not agree to any proposed addition, alteration, or deletion of any part of this Agreement by the Service Provider unless agreed to in writing b y the parties. Any other statement of Service Provider shall not alter, add to, or otherwise affect these terms and conditions.

c. ASSIGNMENT:

The Service Provider shall not assign or in any way dispose of its rights under

this agreement to any third party.

d. WAIVER

Any modification to this Agreement can be made only in writing signed by parti es hereto. Any failure or delay by the Company to enforce any provision or right available to it under this Agreement shall not be deemed to be a waiver of such provision or right and shall not preclude the Company from exercising the same subsequently.

e. SEVERABILITY

This Agreement is entered into between the Company and Service Provider on principal to principal basis and forms entire Agreement governing subject matte r hereof. Any provision of this Agreement, if held illegal or unenforceable by a c ompetent court of law, such provision shall stand severed from this Agreement and shall not affect other provisions of the Agreement.

f. CONFIDENTIALITY:

The Service Provider shall ensure that its employees including the deployed driver agree and undertake that all information and knowledge which it acquire s during the course of this Agreement either directly or indirectly shall be treate d as confidential and the same shall not be disclosed to any person or party without obtaining prior written consent of the Company.

g. REPRESENTATION AND WARRANTIES:

i. The Service Provider has necessary infrastructure to provide the Servic es and is duly authorized to enter into this Agreement and to perform th e Services to best of its abilities in a professional workmanlike manner a nd deliver the services to the Company and is under no contractual and/ or legal restriction which may in any manner interfere in the performanc e or delivery of Services by the Service Provider.

ii. It is authorized to execute and implement this Agreement and discharg e its obligations hereunder and in terms of the applicable laws.

iii. The performance of its obligations as per this Agreement does not and s

hall not violate or conflict in any manner with any duty or obligation owed to any third party.

iv. The Service Provider undertakes that the Bonus shall be paid annually to the drivers deployed under this Agreement as per the provisions of the P ayment of Bonus Act, 1965 in the month of Onam is celebrated. In case a ny driver ceases to provide services under this Agreement, the Bonus am ount accrued till such date in respect of that driver shall be paid to such driver on pro-rata basis. The proof of payment of Bonus shall be submitte d to the Company along with the invoice for the subsequent month.

h. INDEMNIFICATION AND UNDERTAKING:

i. The Service Provider assumes liability for, and shall indemnify and k eep harmless the Company and its directors and employees from and against any and all liabilities, losses, damages, penalties, claims, dema nds, costs and expenses, arising from claims of third parties, of whatso ever kind or nature, resulting from, arising out of, or incurred due to:

· fault, mistake, negligence or inadvertence of the Service Provider/ its staff/deployed driver(s) in performance of the duties.

· any non-compliance by the Service Provider to any provisions of law s applicable to it.

ii. The Service Provider shall indemnify and compensate the company, if the company as principal employer under the Contract Labour (Regul ation & Abolition) Act, 1970 becomes liable to assume any liability tow ards the workforce engaged by the Service Provider. In that event, the provisions relating to recovery as provided in the relevant clauses of th e said Act shall be applicable.

iii. If any of Service Provider’s employees including deployed driver suff er an injury, death, accident or illness while on the said premises of the Company or in performance of the services, the Service Provider shall be solely responsible for payment of compensation, claims or damages , if any, to such aggrieved party/ his or her legal heirs. The Service Pro vider hereby indemnifies and undertakes to keep the Company indemn ified against all disputes, claims or actions raised by its Personnel or by any third party in connection with Service Provider’s obligations under this Agreement.

i. INTELLECTUAL PROPERTY RIGHTS:

Nothing in this Agreement shall be construed to grant the Service Provider any right of any nature whatsoever, in any of the intellectual property of the Company including its logos, trademarks, trade names etc. and the Service Provider shall not be entitled to use the same in any manner unless expressly authorized by the Company in writing.

j. INDEPENDENT CONTRACTOR:

The relationship of the Parties is that of independent Contractors dealing at arm's length. Nothing in this Agreement shall constitute the Parties as partners, joint ventures or co-owners, or constitute either Party as the agent, employee or representative of the other, or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.

k. FORCE MAJEURE:

Notwithstanding the provisions of this Agreement, the Service Provider or the Company shall not be liable for liquidated damages, or termination for default, if and to the extent, that, the delay in performance, or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider or the Company and not involving either party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Company in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Company in writing of such condition and the cause thereof within 15 days of its occurrence. Unless otherwise directed by the Company in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

l. SURVIVAL:

The obligations and liabilities of the Service Provider contained in this clause sh all continue to remain in force after the expiry of this Agreement or any early te rmination thereof. It is hereby expressly declared that the provisions of this clau se shall be binding on the Service Provider's heirs, executors, administrators or other legal or personal representatives of the Service Provider.

m. GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement is subject to, and shall be governed by and construed in accord ance with the laws of India. Any dispute arising out of this Agreement will be su bject to the exclusive jurisdiction of the competent courts at Kochi Kerala .

n. NOTICE:

Any notices under this Agreement may be delivered personally or through regis tered post to the respective address of a party as stated first hereinabove or thr ough E-mail at the following e-mail IDs:

a) To Service Provider-

b) Postal Address of Service Provider-

c)To the Company-

d) Postal Address of ECGC- ECGC Ltd , 2nd Floor, HDFC House, Ravipuram Juncti on MG Road Kochi 682015

o. COUNTERPARTS:

This Agreement may be executed in duplicate, with one copy for each of the Par ties. Each copy shall be considered as original.

8. Both Company and Service Provider shall sign such further and other doc uments, cause such meetings to be held, resolutions passed and do and perf orm and cause to be done and performed such further and other acts and thi

ngs as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

IN WITNESS WHERE OF THE PARTIES HERETO HAVE HEREINTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS, THE DAY, THE MONTH AND THE YEAR FIRST HEAREINABOVE WRITTEN.

Signed, sealed and delivered in presence of:

On behalf of ECGC Ltd. Signature_____ Name: Designation Address: Witness Signature_____ Name: Address:	On behalf of _____ ___ Signature_____ Name: Designation Address: Witness Signature_____ Name: Address:

Annexure - I

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Consideration

Annexure - I Consideration		
(A)	**Gross Salary**	**As applicable**
(B)	**Statutory Payments**	**As applicable**
	PF @ 13 % (Basic + DA)	**As applicable**
	ESIC @ 3.25% (Gross Salary)	**As applicable**
	Bonus @ 8.33% (Basic + DA) (Minimum)	**As applicable**
	Compensation for Leave (21 days yearly) (Fixed Gross Salary) X 12/365 X 21/12	**As applicable**
	Gratuity (Monthly premium for insurance policy)	**As applicable**
	Labour Welfare (if applicable)	**As applicable**
(C)	**Service Charges Fixed**	
	Total Consideration (A) + (B) + (C) (rounded off)	

Note: In addition to the aforementioned, the Service Provider may charge towards the following expenses:

i. Overtime Payment: Rs. 250/- per hour over the daily wage
ii. Dinner: Rs. 300/- (If relieved from duty after 10 pm)
iii. Outstation Charges: Rs. 500/-
iv. Allowance for attending office on a Sunday or a Gazetted holiday: Rs. 500/- along with the salary for the day.

v. Night Stay- Rs. 500/-

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9. **Buyer Added Bid Specific Scope Of Work(SOW)**

   File Attachment Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---