

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS**A. SCOPE OF WORK(SOW):**

1. **Brief description of Services:** The contractor shall provide qualified & suitable personnel for various jobs / services as provided here-under :-

List of Jobs required under semi-skilled and unskilled category.

Sl.No.	Type of Service	Category	Minimum No. of Personnel Required
1	Data Entry	Skilled	10
2	Security Services	Semi-skilled / Unskilled	3
3	Peon, Pantry & Messenger	Semi-skilled / Unskilled	5

The scope of services will include the following :-

1. **Data Entry Services:** Handles Office Automation services, documentation and filing of documents and retrieval of the documents as and when required, documents inward and outward mails, maintaining files, databases and recordkeeping systems; enters, edits, and retrieves data; processes forms such as expenditure claims, employee timesheets, deposit forms, courier/file distribution logs, reports and purchase requisitions and online schemes; maintains confidential files and other related task for department needs. Making photocopies, sending faxes, shredding documents, serving as the receptionist (answering and directing incoming calls and greeting, directing, and assisting visitors), stocking, and distributing office supplies, organizing and maintaining paper and electronic files, scheduling meetings and appointments, maintaining general office tidiness, providing administrative support and running errands and performing miscellaneous job-related duties as assigned.
2. **Security Services:** Experienced, trained, physically & mentally fit personnel with basic training on firefighting practices etc and shall have proper eyesight who will be responsible for security of premises, property (moveable/immovable) and Company personnel.
3. **Peon, Messengers & Pantry Services:** Operate the tea/coffee vending machines, Serve tea/coffee/water to the employees and the visitors and during meetings, clear the workstations and the tables of the used mugs/cups/glasses etc. and wash them immediately, dry the crockery at the end of the day and keep it in the pre-designated places, maintain high level of hygiene in the pantry and the cafeteria etc. Mail Handling and Courier Services, distribution of mails/files to respective officers, dispatch of mail by post/courier service or filed dispatch by hand, cleaning of workstations, cabins and other office space, handling printer, fax, binder, photocopier etc.,

NOTE : The quantum of job requirement may vary and accordingly contractor may be called upon to increase/decrease the personnel by giving 15 days' notice. The above mentioned services should be provided as and when required by BIRAC during the period of contract.

2. Minimum Educational Qualification:

- Pantry Services-Grade 8th or equivalent
- Security Services – Matric or equivalent
- Peon and Messenger Services-Matric or equivalent
- Data Entry Services-Graduation or equivalent

B. SPECIFIC CONDITIONS

1. Contractor's responsibilities:

- i. The contractor will ensure to comply with legal provisions related to this Contract. The contractor shall obtain all requisite license and approval at his cost from the appropriate authority for executing this contract work and submit copy of such license and approval to BIRAC.
- ii. The work force deployed by the contractor will exclusively be on contractor's payroll.
- iii. The contractor will be exclusively responsible for the proper behavior of the work force provided by the contractor. The contractor will also be bound to prohibit and prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood. Therefore, the contractor have to keep the BIRAC and its employees etc., harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.
- iv. The Contractor shall be responsible to pay on account of ESI, PF and any other statutory payment as applicable from time to time to the employees engaged by him for such services. The Contractor shall on demand by BIRAC submit documentary evidence to this effect.
- v. The contractor alone shall take disciplinary action against any worker/staff engaged by him.
- vi. The liability of BIRAC will be limited only to the payment of amount for providing the required services under the Contract. Contractor has to provide Online PFA/c Noo for each contractual employee for online viewing of PFA account and a salary bank account where salary must be credited.
- vii. ESI Smart Cards and appointment letters to be issued to individual employee within one month of signing of the contract.
- viii. Copy of Quarterly/Monthly report for PF, ESI or any other statutory authority compliances must be submitted regularly to BIRAC.
- ix. Valid Labour- License must be submitted to BIRAC within one month of signing of the contract.
- x. The Contractor shall be entitled to the Rate of Charge to be paid in percentage of Wage Bill (inclusive of allowances upon submission and approval of written statements and/or receipts in accordance with the procedures of BIRAC.
- xi. BIRAC shall release the payment on or before 4th day of the month, provided, the original invoice presented on or before the last day of the month prior to the month of release, with all required documents.
- xii. Contractor has to make payment to contractual worker by 6th day of every month.
- xiii. The Contract hereby undertake to indemnify the BIRAC against all claims which may arise under the relevant acts including the following acts:

- a) The Shops and Establishment Act.
 - b) The Workman's compensation Act.
 - c) The payment of Wages Act.
 - d) The Contract labour (Regulation and Abolition) Act. 1970 and the rules framed thereunder.
 - e) Family Pension Scheme.
 - f) Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.
 - g) Any other Statutory Act/Law/Regulation made applicable during the pendency of the contract.
- Contractor shall submit any other documentary evidence as & when called by the BIRAC in connection with this Contract

2. Service requirements:

- i. In case of misconduct etc., and report against any of the contractual staff, the contractor shall immediately replace the erring worker by deploying another personnel on same terms & conditions. Such personnel will not be deployed in BIRAC again without written consent of the authorized officer or officer-in-charge.
- ii. In case of any lapse on the part of the contractor or on part of the work force deployed by contractor, the contractor will be held exclusively and directly responsible.
- iii. The total working hours for each Contractual staff will be 8^{1/2} hours a day including half-an-hour lunch break.
- iv. The contractor will be held solely responsible for any kind of loss/damages done to fittings, fixtures and equipment etc. of BIRAC by any contractual worker so deployed, and contractor shall make good the loss/damage, either by replacement or by adequate compensation to BIRAC.
- v. The contractor shall be responsible to sign all leave applications and certificates for the persons deployed and the Contractor shall maintain attendance register of the persons deployed.
- vi. Delhi NCR- Office locations will be specified by BIRAC at the time of deployment.
- vii. Any kind of taxes, levies including Service Tax imposed by the appropriate Govt., shall be payable by the contractor.
- viii. Income tax, if any, as per provisions of the income tax Act 1961 and as amended from time to time, shall be on Contractor's account and shall be deducted from Contractor's monthly bill.
- ix. The Contractor shall be entitled to the Rate of Charge to be paid in percentage of Wage Bill (inclusive of allowances amounting to 5% (Five Percent), upon submission and approval of written statements and/or receipts in accordance with the procedures of BIRAC.

- x. BIRAC shall release the payment on or before 4th day of the month, provided, the original invoice is processed on or before the last day of the month prior to the month of release.
- xi. Contractor has to make payment to contractual worker by 6th day of every month

3. BIRAC'S RESPONSIBILITY

- i. The liability of BIRAC will be limited only to the payment of amount for providing the required services.
- ii. BIRAC will not retain any control for direct supervision of the contracted services.

4. DURATION OF THE CONTRACT

The duration of the Contract is initially for three (3) years from date of Letter of award extendable thereafter for two more years on mutually agreed terms and conditions.

5. LIQUIDATED DAMAGES

Liquidated Damages in the events as mentioned below shall become applicable due to delay/ default and not by way of penalty on the Contractor:

- i) In case contractor fails to make payment to contractual worker by 6th day of every month as provided above, deduction of 1% of service charge of that month shall be made.
- ii) In case contractor does not give replacement for persons or replace person whom BIRAC has asked, the deduction of upto 2% of service charge for the month can be made.
- iii) Liquidated Damages @ 2.5 % of Bill value is the agreed rate for non-compliance and non-submission of PF Challans or ESI Smart Card and related payments for statutory compliances.

6. WITHHOLDING OF PAYMENT

In order to protect BIRAC rights, it may withhold the whole or any part of the amount due to contractor on account of evidence subsequently discovered in respect of following:

- a. For non-completion of contracted work to BIRAC's satisfaction.
- b. Contractor's indebtedness arising out of execution of the Contract.
- c. All claims against Contractor for damages and injuries, and/or for non-payment of bill setc.
- d. Any failure by the Contractor to fully reimburse BIRAC under of indemnification provisions of this Contract. If, during the process of the Contractor shall allow any indebtedness to accrue of which BIRAC may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by the BIRAC, fail to pay and discharge such indebtedness, then BIRAC may during the period for which indebtedness shall remain unpaid, withhold from the amounts due to Contractor's a sum equal to the amount such unpaid indebtedness. When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withheld.
- e. Garnishee order issued by a Court of Law in India.
- f. Income-tax deductible at source according to law prevalent from time to time in the country.
- g. Any obligation of Contractor which by any law prevalent from time to time to be discharged by the BIRAC in the event of Contractor's failure to adhere to such laws.