



PMC Cell – MM

## Oil and Natural Gas Corporation Ltd

### Corporate Materials Management

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Circular No. 28/2013

No: MAT/PMC/13(29)4-SC/2013

Dated: 28.10.2013

#### Sub: Implementation of Fair wage policy.

In accordance with the decision taken in 415<sup>th</sup> meeting of EC held on 28.05.2012, vide amendment No.-2 dated 11.03.2013 (FN 1(1)/04-ER/2009) (Annexure-1) ED-Chief ER has notified certain tender/contract conditions with respect to implementation of Fair wages policy with regard to Model tender document and Model Service Agreement applicable for Composite Facility Management Services,

As per the existing guidelines, Fair Wages Policy is to be implemented in the following types of contracts:

- i) Job contracts for housekeeping/environment management/cleaning of office and colony premises/maintenance of lawns and gardens etc.
- ii) Contract for providing security/patrolling and surveillance services.
- iii) Contracts for running and maintenance of Guesthouses/Transit Accommodation/Office Canteen etc.
- iv) Job/service contracts for providing various services at office / field locations /colonies such as, water supply maintenance, collection and disposal of solid waste, comprehensive service, maintenance and operation of A/C Plants/sub-stations/generator plants, O&M contracts which are not through OEM/OES and contracts which are not intermittent or of short and petty nature.
- v) Single Facility Management Contracts as per Office Order (59/2009) vide F.N. 1(1)04-ER/2009 dated 6<sup>th</sup> Oct 2009 issued by ED-Chief ER.

#### **Note:**

- i) Contracts being finalized by Mumbai/Uran, till settlement of disputes between ONGC and union(s) of those locations shall not be covered under the policy.
- ii) Policy shall not be applicable in short term and limited duration contracts, e.g. those job contracts where the work pertains to one time Civil/Electrical repairs/Miscellaneous work, wherein the deployment of labour is not continuous and the work is to be completed with a short span of days, as in petty contracts.

*Anil Sachan*

In view of the above, all concerned are advised to suitably incorporate BEC/Tender/contract conditions notified vide aforesaid amendment dated 11.03.2013 of ED-Chief-ER (after carrying out minor modification such as change in clause Nos./cross references of clause Nos. etc., if necessary), in the tender to be invited for above types of services.

Above guidelines should be meticulously followed by all concerned.

  
(Anil Kumar Sachan) 28-10-13  
ED-Chief MM Services

Distribution: (Through ONGC's intranet website 'ongcreports.net').  
All concerned may download the circular from the site. Hard copies are not distributed separately.

Copy to:

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ONGC, Jeevan Bharti Building, New Delhi.
3. CVO, ONGC, Jeevan Bharti Building, New Delhi.



**OIL AND NATURAL GAS CORPORATION LIMITED**  
**OFFICE OF ED-CHIEF EMPLOYEE RELATIONS**  
**TEL BHAVAN: DEHRADUN**

No. 1(1)/04-ER/2009

11<sup>th</sup> March 2013

**MODEL TENDER DOCUMENT AMENDMENT No.2**

**Sub: Amendments to the Model Tender Document and Model Service Agreement for Composite Facility Management Services in ONGC - Implementation of the Fair Wage Policy**

The Model Tender Document and Model Service Agreement for Composite Facility Management Services was approved by the EC in its 347<sup>th</sup> Meeting and circulated vide Office Order No.(59/2009) dated 6<sup>th</sup> Oct 2009. This is to be adopted for processing tenders and awarding job contracts in low technology and labour intensive services such as Housekeeping, Canteen, Security, Horticulture services etc.

With the decision of the EC in its 415<sup>th</sup> Meeting to adopt the Fair Wage Policy and roll it out in concerned work-centres, detailed instructions for roll out of Fair Wage Policy have already been communicated separately under the signature of ED-Chief ER in August, September and October 2012. A need was also perceived to amend the standard clauses to incorporate the terms and conditions of the Fair Wage Policy in the MTD and MSA.

Accordingly, amendments to the Model Tender Documents and Model Service Agreement, as per **Enclosure I**, are to be incorporated in all those contracts where the Fair Wage Policy is being / to be implemented, in low technology and labour intensive services, as mentioned above.

(Pradeep Sahariya)  
ED- Chief ER

Encl: Enclosure I

Distribution: All concerned through ONGCReports.net – Hard copies not being circulated.

**ENCLOSURE I**

**Statement showing existing vis-à-vis modified provisions of Model Tender Document and Model Service Agreement for Facility Management Services due to implementation of Fair Wage Policy**

Clause No.	Existing Provisions	Modified Provisions
<p><b>Annexure I to NIT Instruction to Bidders 1.0 Eligibility and experience of the bidder</b></p> <p>Clause 1.5</p>	<p>1.5 The bidder must take into account any possible changes/fluctuations in the applicable minimum wages from time to time and other statutory welfare measures under various labour legislations while submitting the bid.</p>	<p>1.5 ONGC has adopted the 'Fair Wage Policy' by which the contractors performing jobs/providing services to ONGC consent to pay the contract labour deployed by them for such jobs/services in ONGC premises, wages @ 35% more than the notified statutory minimum wages, along with an additional amount of Rs.50/- extra, per working day. Further, they will also undertake to pay statutory contributions in respect of such contract labour towards provident fund and ESL, in addition to providing statutory benefits of leave with wages, as per the Mines Act/Factories Act/Shops and Establishments Act and minimum annual bonus of 8.33% in line with the Payment of Bonus Act, on such Fair Wages. In addition to the above, they will also obtain Group Insurance cover from LIC for benefit of Rs.5.00 lakh in case of death, with double accident benefit, and Group Gratuity policy from LIC for meeting the statutory obligation. Bidder must consent to implementing the Fair Wage Policy for the duration of the contract with ONGC and also transfer the Group Gratuity policy to the next succeeding contract, in case of further continuation of the outsourced job/service.</p> <p>1.6 The bidder must take into account any possible changes/fluctuations in the applicable minimum wages from time to time and other statutory welfare measures under various labour legislations, while submitting the bid.</p>



Clause No.	Existing Provisions	Modified Provisions
<p><b>A. THE BIDDING DOCUMENTS</b>                      4.0 CONTENTS OF BIDDING DOCUMENT                      4.1                      ANNEXURE VI</p>	<p>No provision existing.</p>	<p><i>(Add after Annexure V)</i>  <b>ANNEXURE VI - Special Conditions of contract Instructions to Indenter</b></p> <p>1.7 The bidder will be required to give preference to and engage the existing experienced contract labour, subject to their willingness. Such engagement can be terminated on the following grounds:                      (i) On attaining the age of superannuation i.e., 60 years;                      (ii) Concerned individual workman is unfit to work and his removal on health grounds can be taken up after proper medical check-up and payment of statutory dues;                      (iii) On disciplinary grounds after conducting proper enquiry by the Service Provider as per procedure/law following the principles of natural justice;                      (iv) Concerned individual workman has abandoned the job on his own or is absent for a long time; and                      (v) on reduction in activities of the Company / closure of the establishment.</p> <p>1.8 The bidder shall be required to enter into settlements under Sec.12(3) of the Industrial Disputes Act, 1947 with the duly authorized union(s) representing their personnel, in the presence of the Conciliation Officer, with ONGC representatives as witness covering the terms and conditions of implementation of the Fair Wage Policy for the period of the contract.</p>



Clause No.	Existing Provisions	Modified Provisions										
APPENDIX – 8 to Annexure I Matrix for Techno-commercial Evaluation SL.No.9	No provision existing.	(Add after SL.No.8) <table border="1" data-bbox="571 1319 1302 2013"> <thead> <tr> <th data-bbox="1221 1319 1302 1388">Sl. No</th> <th data-bbox="1221 1388 1302 1637">Item / Clause Description</th> <th data-bbox="1221 1637 1302 1832">Bidder's response/ confirmation/ Compliance/ Submission</th> <th data-bbox="1221 1832 1302 2013">Reference of attachments and page nos. etc</th> </tr> </thead> <tbody> <tr> <td data-bbox="1107 1319 1221 1388">9.0</td> <td data-bbox="1107 1388 1221 1832">The bidder must furnish an undertaking with the bid that the bidder shall comply with the Fair Wage Policy adopted by ONGC and abide by the terms and conditions for implementing the said policy in letter and spirit.</td> <td data-bbox="1107 1637 1221 1832"></td> <td data-bbox="1107 1832 1221 2013"></td> </tr> </tbody> </table>			Sl. No	Item / Clause Description	Bidder's response/ confirmation/ Compliance/ Submission	Reference of attachments and page nos. etc	9.0	The bidder must furnish an undertaking with the bid that the bidder shall comply with the Fair Wage Policy adopted by ONGC and abide by the terms and conditions for implementing the said policy in letter and spirit.		
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Appendix-9 to Annexure I SL.No.15	No provision existing.	Following confirmations are to be given by the bidder by tick ( <input checked="" type="checkbox"/> ) marking in the last column <table border="1" data-bbox="246 1319 393 2059"> <tbody> <tr> <td data-bbox="344 1319 393 1388">15.</td> <td data-bbox="344 1388 393 1991">I / We confirm that I / we shall comply with the Fair Wage Policy adopted by ONGC and abide by the terms and conditions for implementing the said policy in letter and spirit.</td> <td data-bbox="344 1991 393 2059"></td> </tr> </tbody> </table>			15.	I / We confirm that I / we shall comply with the Fair Wage Policy adopted by ONGC and abide by the terms and conditions for implementing the said policy in letter and spirit.						
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Clause No.	Existing Provisions	Modified Provisions
<p><b>ANNEXURE II</b>  <b>MODEL SERVICE AGREEMENT (MSA)</b>                      (To be signed with successful bidder)  <b>5.0 LEGAL AND REGULATORY COMPLIANCES</b>                      Clause 5.1 (v)</p>	<p>(v) Pay and provide to Service Provider's personnel deployed at the Location(s) in connection with and/or in relation to the Services, wages and other benefits as are required to be paid or provided under the Act, and other applicable laws.</p>	<p>(v) a) The workmen deployed under this agreement shall be paid minimum daily wages by the Service Provider as notified by the appropriate Regional Labour Commissioner (Central), under the provisions of the Minimum Wages Act, 1943, from time to time, for the scheduled employment of 'Employment in Construction or Maintenance of roads or in Building operations etc.' on per diem basis on actual attendance.</p> <p>b) The workmen deployed under this agreement shall also be paid an additional daily wage by the Service Provider @ 35 % of the daily minimum wages notified by the appropriate RLC(C), under the provisions of the Minimum Wages Act, 1943, from time to time, for the scheduled employment of 'Employment in Construction or Maintenance of roads or in Building operations etc.' on per diem basis on actual attendance by the Service Provider.</p> <p><i>(For work-centres in the State of Gujarat only)</i></p> <p>c) In addition to the above, payment of additional wage of Rs.50/- per working day will be made by the Service Provider in terms of Order of the Dy.CLC(C), Mumbai dated 15<sup>th</sup> Feb 2001 and as ordered by the Hon'ble High Court of Gujarat vide interim orders dated 8<sup>th</sup> Mar 2001 in S.C.A. No.1754 of 2001 to the workmen deployed under this agreement.</p> <p><b>Alternative</b></p> <p><i>(For work-centres in States other than the State of Gujarat)</i></p>



Clause No.	Existing Provisions	Modified Provisions
		<p>c) In addition to the above, payment of additional wage of Rs.50/- per working day will be made by the Service Provider on per diem basis, on actual attendance.</p> <p>d) The Service Provider shall ensure payment of Minimum wages and additional wages, as above, for the three notified National Holidays.</p> <p>e) The Service Provider shall provide 'wage slip' showing the complete details of all payments and deductions made each month to his workmen.</p> <p>f) The payment of total wages each month shall be made through e-payment/ electronic fund transfer (NEFT/RTGS) directly into the bank account of the concerned workmen, within 7 days of the end of the previous month. The Service Provider shall provide proof of such payment, endorsed by the bank concerned and the same shall be a pre-requisite for the periodical payment of Service Provider's bill/invoice.</p> <p>g) The Service Provider shall ensure to provide his employees deployed in locations, each year, the minimum statutory annual bonus as payable under the Payment of Bonus Act, 1965 before the end of eight months from the closure of the financial year.</p> <p>h) The Service Provider shall ensure to provide to his employees deployed in locations the statutory leave with wages as per the provisions of the Mines Act/ Factories Act / Shops and Establishments Act as applicable or in lieu thereof</p>





Clause No.	Existing Provisions	Modified Provisions
<p><b>MODEL SERVICE AGREEMENT (MSA)</b> (To be signed with successful bidder)</p> <p><b>5.0 LEGAL AND REGULATORY COMPLIANCES</b> <b>Clause 5.1 (vi)</b></p>	<p>(vi) The Service Provider shall duly and faithfully pay and contribute to the Account and Code No. allotted to the Service Provider all contributions towards provident fund, pension and ESI as required to be paid and contributed under the Employees' Provident Funds &amp; Misc. Provisions Act, 1952 and the Scheme(s) framed thereunder and/or Employees' State Insurance Act, 1948 and rules and/or scheme framed thereunder. In addition service provider shall duly and faithfully pay to the applicable fund or scheme the gratuity /group gratuity and medical insurance (where ESI Act is not applicable) contribution for his employees deployed to render services. In proof of each payment/contribution, the Service Provider shall together with each bill/invoice for payment of the price of services under the Contract furnish a photo copy of the demand draft/pay order by which the relevant payment has been made, a photo copy of the receipted challan or other applicable document under cover of which payment has been made, and an Affidavit certifying the payment and the list of the Service Provider's personnel deployed at the locations with reference to which payment/contributions have been made and the amount paid/contributed in respect of each. Such proof in support of payment and the Affidavit shall be pre-requisite to the periodical payment of Service Provider's bill /invoice.</p>	<p>(vi) The Service Provider shall duly and faithfully pay and contribute to the Account and Code No. allotted to the Service Provider all contributions towards provident fund, pension and ESI as required to be paid and contributed under the Employees' Provident Funds &amp; Misc. Provisions Act, 1952 and the Scheme(s) framed thereunder and/or Employees' State Insurance Act, 1948 and rules and/or scheme framed thereunder. In addition service provider shall duly and faithfully pay to the applicable fund or scheme the gratuity /group gratuity and medical insurance (where ESI Act is not applicable) contribution for his employees deployed to render services. In proof of each payment/contribution, the Service Provider shall together with each bill/invoice for payment of the price of services under the Contract furnish a photo copy of the demand draft/pay order by which the relevant payment has been made, a photo copy of the receipted challan or other applicable document under cover of which payment has been made, and an Affidavit certifying the payment and the list of the Service Provider's personnel deployed at the locations with reference to which payment/contributions have been made and the amount paid/contributed in respect of each. Such proof in support of payment and the Affidavit shall be pre-requisite to the periodical payment of Service Provider's bill /invoice. On completion of the contract the Service Provider shall transfer the Group Gratuity policy to the succeeding Service Provider, in case the services are required to be continued to be provided to ONGC through a new contract. Proof of such transfer will be required to be provided to</p>



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<p><b>MODEL SERVICE AGREEMENT (MSA)</b> (To be signed with successful bidder)</p> <p><b>5.0 LEGAL AND REGULATORY COMPLIANCES</b> Clause 5.1 (x)</p>	<p>(x) The Service Provider shall take all measures necessary and proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted by his personnel while at work. The Contractor shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p>	<p>(x) The Service Provider shall take all measures necessary and proper to protect the personnel. Work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted by his personnel while at work. The Service Provider shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The Service Provider shall ensure that the personnel deployed in locations are covered by a Group Insurance Policy from Life Insurance Corporation of India Ltd for a basic cover of rupees five lakh per individual, with double accident benefit. Proof of obtaining such group insurance cover and periodical payment of premium shall be provided to ONGC for periodical payment of Service Provider's bill/invoice.</p>
<p><b>MODEL SERVICE AGREEMENT (MSA)</b> (To be signed with successful bidder)</p> <p><b>7. PAYMENT PROCEDURE (I)</b></p>	<p>(i) Service Provider shall submit monthly bills/invoices to respective In-charge of HR at the Location(s) accompanied by the following documents for verification: a) Proof of deposit of statutory levies like EPF/ESI etc. during the previous month (with a list of individual names and amount deposited in their accounts), as explained in detail at clause 5.1 (vi), by submitting filled-in proforma 'PFD' (Annexure-M). b) Proof of payment by cheque by Service Provider of salaries/wages to its personnel deployed at the Location(s) for providing the Services for the period corresponding to the period of the invoice. c) An affidavit certifying the payments/contributions as</p>	<p>(i) Service Provider shall submit monthly bills/invoices to respective In-charge of HR at the Location(s) accompanied by the following documents for verification: a) Proof of deposit of statutory levies like EPF/ESI etc. during the previous month (with a list of individual names and amount deposited in their accounts), such as through Electronic Challan cum Receipt (ECR) along with digitally signed PDF data sheet of the ECR. b) Proof of payment by Service Provider of salaries/wages to its personnel deployed at the Location(s) for providing the Services for the period corresponding to the period of the invoice. c) Proof of payment of periodical premiums towards Group</p>



Clause No.	Existing Provisions	Modified Provisions
	<p>referred to in clause 5.1(vi) shall be prerequisite to the periodical payment of bills/invoices of the Service Provider.</p> <p>d) A compliance certificate from ONGC representative (i.e. representative of the Principal Employer) who has been deputed pursuant to clause 5.1 (vii) to witness payment of salary/wages to the employees of the service provider is to be furnished along with the bills/invoices of the Service Provider to the effect that all the required statutory compliances including those envisaged under clause 5.1 (vi) were complied with for the period of the bill.</p>	<p>Gratuity and Group Insurance policies obtained to cover the personnel deployed at the location(s).</p> <p>d) An undertaking in Proforma – PFD certifying that the payments/contributions as referred to in Clause 5.1(v) and (vi) have been made shall be a pre-requisite to the periodical payment of bills/invoices of the Service Provider.</p> <p>e) A compliance certificate from the ONGC representative (i.e. representative of the Principal Employer) who has been deputed pursuant to Clause 5.1 (vii) to witness payment of salary/wages to the employees of the service provider is to be furnished along with the bills/invoices of the Service Provider to the effect that all the required statutory compliances including those envisaged under Clause 5.1(vi) were complied with for the period of the bill.</p>
<p><b>Proforma – “PFD”</b> <b>Certification</b></p>	<p><b>CERTIFIED THAT</b></p> <p>a) I have paid the notified minimum wages to my contractual workers as per the agreement</p> <p>b) The above information is correct to the best of my knowledge.</p> <p>c) In case any discrepancies or irregularities is/are noticed in this agreement, then ONGC is free to inform the PF/ ESIC Authorities.</p> <p>d) Within one month on completion/expiry of the contract, I shall fill up the prescribed Forms for withdrawal or transfer of PF / Pension Account in favour of my contractual workmen under control and intimate to PE.</p> <p>e) Before the completion of contract, I shall serve one month notice to all my contractual workers, informing that their services will be terminated.</p>	<p><b>Certified that</b></p> <p>a) I have paid the notified Fair Wages to my personnel deployed in ONGC locations as per the agreement.</p> <p>b) The above information is true to the best of my knowledge.</p> <p>c) In case any discrepancies or irregularities is/are noticed in this undertaking, the ONGC is free to inform the PF/ESIC authorities.</p> <p>d) Within one month on completion/expiry of the contract, I shall fill up the prescribed Forms for withdrawal / transfer of PF/Pension Account in favour of my personnel and intimate the Principal Employer.</p> <p>e) Within one month of completion/expiry of the contract, I shall pay all the dues/terminal benefits such as leave with wages, Bonus (if applicable) and transfer the Group Gratuity policy to the succeeding Service Provider, in respect of all my</p>



Clause No.	Existing Provisions	Modified Provisions
ANNEXURE – IV <b>BID EVALUATION CRITERIA</b> C. Commercial rejection criteria Clause 3.0	<p>D) Within one month on completion/expiry of the contract, I shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all my contractual workmen, failing which my Bank Guarantee/ Security Deposit may be withheld by ONGC.</p> <p>Date: Place: Signature &amp; Seal of the Service Provider</p>	<p>personnel, failing which the Bank Guarantee/Security deposit may be withheld by ONGC.</p> <p>Date: Place: Signature &amp; Seal of the Service Provider</p> <p><b>3.0 Acceptance of terms &amp; conditions</b> The bidder must confirm unconditional acceptance of MSA at Annexure II, the Instruction to Bidders at Annexure I and the Special Conditions of Contract at Annexure VI. For this purpose he shall submit the entire tender document duly signed and stamped along with offer as a token of having accepted all the clauses of the tender.</p>
ANNEXURE - VI <b>SPECIAL CONDITIONS OF CONTRACT</b>	<p>No provisions existing.</p>	<p>The bidder must furnish an undertaking to comply with the Fair Wage Policy adopted by ONGC and abide by the terms and conditions for implementing the said policy in letter and spirit as per Appendix 8 to Annexure I.</p> <p>ONGC has adopted the 'Fair Wage Policy' by which the contractors performing jobs/providing services to ONGC consent to pay the contract labour deployed by them for such jobs/services in ONGC premises, wages @ 35% more than the notified statutory minimum wages, along with an additional amount of Rs.50/- extra per working day. Further, they will also</p>



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		<p>undertake to pay statutory contributions in respect of such contract labour towards provident fund and ESI, in addition to providing statutory benefits of leave with wages, as per the Mines Act/Factories Act/Shops and Establishments Act and minimum annual bonus of 8.33% in line with the Payment of Bonus Act, on such Fair Wages. In addition to the above, they will also obtain Group Insurance cover from LIC for benefit of Rs.5.00 lakh in case of death, with double accident benefit, and Group Gratuity policy from LIC for meeting the statutory obligation. Bidder must consent to implementing the Fair Wage Policy for the duration of the contract with ONGC and also transfer the Group Gratuity policy to the next succeeding contract, in case of further continuation of the outsourced job/service.</p> <p>1.2 The Service Provider must take into account any possible changes/fluctuations in the applicable minimum wages from time to time and other statutory welfare measures under various labour legislations, while submitting the bid.</p> <p>1.3 The Service Provider will be required to give preference to and engage the existing experienced contract labour, subject to their willingness. Such engagement can be terminated on the following grounds:</p> <ul style="list-style-type: none"> <li>(i) On attaining the age of superannuation i.e., 60 years;</li> <li>(ii) Concerned individual workman is unfit to work and his removal on health grounds can be taken up after proper medical check-up and payment of statutory dues;</li> <li>(iii) On disciplinary grounds after conducting proper enquiry as per procedure/law following the principles of natural justice;</li> <li>(iv) Concerned individual workman has abandoned the job on</li> </ul>



11 March 2013

Clause No.	Existing Provisions	Modified Provisions
		<p>his own or is absent for a long time; and (v) on reduction in activities of the Company / closure of the establishment.</p> <p>1.4 The Service Provider shall enter into settlements under Sec.12(3) of the Industrial Disputes Act, 1947 with the duly authorized union(s) representing their personnel, in the presence of the Conciliation Officer, with ONGC representatives as witness covering the terms and conditions of implementation of the Fair Wage Policy for the period of the contract.</p> <p>1.5 The payment of total wages each month shall be made through e-payment/ electronic fund transfer (NEFT/RTGS) directly into the bank account of the concerned workmen, within 7 days of the end of the previous month. The Service Provider shall provide proof of such payment, endorsed by the bank concerned and the same shall be a pre-requisite for the periodical payment of Service Provider's bill/invoice.</p>

