

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687765797171

Contract Generated Date | अनुबंध तिथि: 30-Sep-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3656831](#)

| Organisation Details संगठन विवरण | Buyer Details खरीदार विवरण |
|---|---|
| Type प्ररूप: Central Government Ministry मंत्रालय: Ministry of Steel Department विभाग: Department of Steel Organisation Name संगठन का नाम: Steel Secretariate Office Zone कार्यालय क्षेत्र: Delhi | Designation पद: Section Officer Contact No. संपर्क नंबर: 011-23062537- Email ID ईमेल आईडी: admsteel@nic.in GSTIN जीएसटीआईएन: - Address पता: G Wing, Udyog Bhawan, New Delhi -110011, New Delhi, DELHI-110011, India |

| Financial Approval Detail वित्तीय स्वीकृति विवरण | Paying Authority Details भुगतान प्राधिकरण विवरण |
|--|--|
| IFD Concurrence आईएफडी सहमति: Yes Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: Secretary Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: AS&FA | Role: DDO Payment Mode भुगतान का तरीका: PFMS Designation पद: DDO Email ID ईमेल आईडी: mahendra.meena20@gov.in GSTIN जीएसटीआईएन: - Address पता: G Wing, Udyog Bhawan, New Delhi -110011, NEW DELHI, DELHI-110011, India |

| Consignee Details परेषिती विवरण | | |
|-----------------------------------|---|----------------------------------|
| S.No क्र.सं. | Consignee Name & Address परेषिती नाम & पता | Service Description सेवा विवरण |
| 1 | Contact संपर्क: 011-23062537- Email ID ईमेल आईडी: admsteel@nic.in GSTIN जीएसटीआईएन: - Address पता: G Wing, Udyog Bhawan, New Delhi -110011, New Delhi, DELHI-110011, India | Packaged Drinking Water Service |

| Service Provider Details सेवा प्रदाता विवरण | |
|---|--|
| GeM Seller ID जेम विक्रेता आईडी: E684180000103242 Company Name कंपनी का नाम: INDO CANADIAN BEVERAGES Contact No. संपर्क नंबर: 09871226264 Email ID ईमेल आईडी: indobeverages@yahoo.com Address पता: 1A/80A, RAMESH NAGAR, DELHI, DELHI-110015, - MSME verified एमएसएमई सत्यापित: No MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-DL-01-0022640 MSE Social Category एमएसई सामाजिक श्रेणी: General MSE Gender एमएसई लिंग श्रेणी: Male GSTIN जीएसटीआईएन: 07BLHPS8390A1ZV | |

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

Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम): 19-Oct-2023 Service End Date | सेवा समाप्ति तिथि: 19-Oct-2025

Category Name | श्रेणी नाम: Packaged Drinking Water Service

Billing Cycle | बिलिंग चक्र: quarterly

| Description विवरण | Number of Cans (Per Day) | Price per Can (INR) |
|-----------------------------------|---------------------------------|---------------------|
| zipcode | NA | |
| Water Type | Packaged Mineral Drinking Water | |
| Brand | Bisleri | |
| District | NA | |
| Service Delivery | Week Days with Saturday | |
| Number of Service Days in a Month | 24 | |

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

(Price per Can (INR)*Number of Cans (Per Day)*Number of Service Days in a Month*C ontract Period/30)

| | |
|---|-----------|
| Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR) | 2241830.8 |
| Total Addon Value कुल ऐडऑन मूल्य (INR) | 0 |
| Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR) | 2241830.8 |

Amount of Contract | अनुबंध की राशि

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

2241830.8

SLA Details | एसएलए विवरण

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and packaged water services provider. The purpose of this agreement is to facilitate implementation of Package Drinking water Services at the buyer's premises. This Agreement outlines the scope of work, buyer's obligations and special terms and conditions of services covered as they are mutually understood by the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

2. Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to: Provide clear reference to service ownership, accountability, roles and/or responsibilities. Present a clear, concise and measurable description of service provision to the customer. Establish Terms and Conditions for all the involved stakeholders to ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. Thus, the agreement will act as a reference document that both the parties have understood the aforementioned terms and conditions and have agreed to comply by the same.

3. Stakeholders

Following are the main stakeholders associated with this agreement: Service Provider, Buyer, Paying Authority. The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

4. Service Scope

The scope of this agreement includes supply of packaged drinking water in 20 liters water bottles at buyer premises or premise(s) mentioned by buyer. The service provider shall also provide service add-ons as selected / specified by buyer in service request. Service provider shall render the services as per the prices quoted at GeM portal. The service provider shall keep optimum buffer stock at buyer's premises sufficient enough to meet each day's demand. Storage place for buffer stock of bottles shall be provided by buyer.

4.1 Delivery and Return

- Service Provider would provide the ordered quantity of water bottle daily at the Buyer's premises. This would be approximately equivalent to quantity specified by buyer at the time of service request.
- The time frequency of delivery would be mutually agreed between buyer and service provider. Any delay or missed delivery shall attract penalty as per provisions of this contract.
- Service provider shall render services as per the rates quoted at GeM portal and shall not charge any other extra cost for delivery and return.
- Service Provider shall maintain a log for the number of bottles supplied every day along with the record of each of rejection instances / other instances such as delayed delivery or failure to deliver.
- Service provider is liable to replace bottles if they are found to be damaged, dirty, seal broken or opened or rejected by user department due to visual impurities or other impurities.

4.2 Water Dispenser

The Service provider is not liable to provide water dispensers along with bottles unless otherwise bought as an "add-on" by buyer.

4.3 Quality

- Service provider shall only supply bottles with ISI marking conforming to IS: 14543, BIS and FSSAI standards.
- Service provider shall ensure that bottles supplied are not damaged, in reasonably good condition, not yellowish or faded and with untampered seal.
- The water should be visually clear and free of any suspended particles.
- Packaging date of water bottles supplied should not be older than one week from the date of delivery.
- In an event that packaging date exceeds beyond 1 week at the time of delivery then the bottle shall be replaced immediately by service provider at no extra cost to buyer. Penalties for repeated instances shall be applicable as per provisions of the contract.
- There should be computerized coding mentioning manufacturing date, MRP and Batch No.

5. Terms and Conditions

Buyer Obligations

- Buyer would ensure that the empty bottles are returned to the Service Provider in original condition without any damages.
- Buyer shall allot proper space for storing empty / filled water bottles.
- Buyer shall inspect each lot of Packaged Drinking Bottles at the time of delivery and reject improperly marked / worn out / leaking / without ISI, BIS or FSSAI marks / without date of packaging bottles or bottles older than 1 week (from packaging date) at the time of delivery.
- Buyer to verify the log book and record each of rejection instances / other instances such as delayed delivery or failure to deliver for claiming damages at the time of billing.
- Buyer shall check if supplier has provided the agreed quantity as per the order, in case of shortage it should be reported.
- Service provider shall deliver the water bottles at buyer's premises as per the decided frequency and it shall be buyer's responsibility to replenish the bottles at dispensers.
- Price Variation Clause:**

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

6 Special Terms and Conditions

- Service provider agrees to provide and deliver packaged water bottles as per order generated and shall make suitable arrangements to deliver them at buyer's premises without any extra cost.
- If demanded by the buyer service provider shall submit the certificates from packaged drinking water manufacturer stating the quality conforming to IS: 14543, certificate of license from FSSAI as declared by the service provider.
- If Service Provider or his OEM is using ground water for packaging bottles then buyer would be obligated to produce as and when requested by buyer, an appropriate NOC certification from Central Ground Water Authority (CGWA)

4. Authorization, license or any certifications required to perform the service shall be the liability of the service provider and he shall be liable to submit these documents at the Buyer department on request.
5. The service provider shall have a person identified and his details shared with the Buyer department who will act as the point of contact for ordering and resolving any issues related to the order quantity, quality and delivery period of the order.
6. The service provider shall submit the required bills and documents at the end of every month or week as agreed in the agreement for the payment to process by the Buyer department.
7. Actual number of days in the contract may vary depending upon the working days in the month and the payment will be processed as per actual deliveries made.

7. Penalties

1. Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
2. Penalties shall be levied for sl. No. 3 mentioned in below table only at fourth instance.
3. 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 the contract after giving a notice of 30 days.

| Sl. No | Service Level Agreement | Base Line Performance | Lower Performance | Penalties for breach | | |
|--------|---|--|-------------------|------------------------------------|--------------------------------------|--|
| | | | | 1 Instance | 2 Instance | 3 Instance |
| 1 | Delay in delivery | On time | 60 mins | NA | 1% of RA bill for respective month | 1.5% of billed amount per instance thereon |
| 2 | Failure to Deliver | Zero | NA | 1% of RA bill for respective month | 1.5% of RA bill for respective month | 2% of billed amount per instance thereon |
| 3 | Bottles supplied are without proper computerized bath marking | Zero | Three | 1% of RA bill for respective month | 1.5% of RA bill for respective month | 2% of billed amount per instance thereon |
| 4 | Cumulative Penalty | Cumulative Penalty shall be capped at 10% of the total contract value. | | | | |

Appendix A - Eligibility Criterion for Service Provider

| SR No. | Criteria | Basics for evaluation | Supporting Documents Required |
|--------|---|--|---|
| 1 | Legal Entity | Valid Legal Entity | Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP |
| 2 | Certificates | Valid Service Tax, VAT, Income Tax and PAN no. | Valid Service Tax Registration Certificate VAT Certificate Income Tax Return for the last three Financial years |
| 3 | Geographical presence of the firm/company | The requirements are specified for each service. | List of the service centers to be uploaded in the registration form in the GeM website by the service provider. |
| 4 | ISO Certificate BIS Certificate | ISO 9001:2008 Certificate, BIS Certificate | Copy of valid ISO certificates to be uploaded in the GeM website by Service Provider. |

Corrigendum | शुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2023-07-21 14:00:00
2. Extended Upto | तक बढ़ाया गया : 2023-07-22 14:00:00
3. Extended Upto | तक बढ़ाया गया : 2023-07-24 14:00:00

ePBG Detail | ईपीबीजी विवरण

| | |
|--|----|
| Advisory Bank सलाहकार बैंक : | NA |
| ePBG Percentage(%) ईपीबीजी प्रतिशत (%) : | NA |

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions

(ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

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

2.2 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.3 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.4 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.5 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Pay and Accounts Officer, Ministry of Steel

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.6 Purchase Preference (Centre):

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

2.7 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.

2.8 Service & Support:

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

2.9 Service & Support:

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

2.10 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

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

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