Contract|अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687713807780 Contract Generated Date | अनुबंध तिथि: 26-Dec-2023

Bid/RA/PBP No.|बोली/आरए/पीबीपी संख्या: <u>GEM/2023/B/3949497</u>

Organisation Details|संगठन 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

Buyer Details|खरीदार विवरण

Designation | पद : Section Officer Contact No.|संपर्क नंबर : 011-23062537-Email ID|ईमेल आईडी : admsteel@nic.in

GSTIN | जीएसटीआईएन :

G Wing, Udyog Bhawan, New Delhi -110011, Address|पता:

New Delhi, DELHI-110011, India

Financial Approval Detail|वित्तीय स्वीकृति विवरण

IFD Concurrence|आईएफडी सहमति : Yes Designation of Administrative Approval | JS प्रशासनिक अनुमोदन का पदनाम:

Designation of Financial Approval AS&FA

वित्तीय अनुमोदन का पदनाम :

Paying Authority Details | भुगतान प्राधिकरण विवरण

Role: Payment Mode| PFMS भुगतान का तरीका: Designation। पद : DDO

Email ID|ईमेल आईडी : mahendra.meena20@gov.in

GSTIN|जीएसटीआईएन :

G Wing, Udyog Bhawan, New Delhi -110011, Address। पताः 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	Custom Bid for Services - Annual Rate Contract for 2 years for washing of official towels dry cleaningwashing of carpets curtains seat cover of sofa set blinds chairs etc in Ministry of Steel

Service Provider Details। सेवा प्रदाता विवरण

GeM Seller ID|जेम विक्रैता आईडी : GI8O210003425341 Company Name|कंपनी का नाम : MAYUR DRY CLEAN & DYERS

Contact No.|संपर्क नंबर : 09818121549

Email ID|ईमेल आईडी : mayurdry1234@yahoo.com

E-218, STREET NO.-7, EAST VINOD NAGAR, Address|पता:

Central Delhi, DELHI-110001, -

MSME verified|एमएसएमई सत्यापित : MSME Registration number|एमएसएमई पंजीकरण संख्या :

07ABBFM1877B2ZH GSTIN|जीएसटीआईएन:

*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): 02-Jan-2024

Service End Date | सेवा समाप्ति तिथि: 01-Jan-2026

Category Name । श्रेणी नाम : Custom Bid for Services

Billing Cycle | बिलिंग चक्र : monthly

Description विवरण		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
1	Annual Rate Contract for 2 years for washing of official towels dry cleaningwashing of carpets curtains seat cover of sofa set blinds chairs etc in Ministry of Steel	etc 1	775.2
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		

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

(1*Lumpsum Cost of Service in totality)

(* 		
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	775.2	
Total Addon Value कुल एडऑन मूल्य (INR)	0	
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	775.2	
_		

Amount of Contract। अनुबंध की राशि

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

775.2

Price Break up offered|मूल्य विभाजन की पेशकश की : <u>Price Break up offered Document link|प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिक</u>

SLA Details | एसएलए विवरण

Preface: Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section. The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer. Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal.

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW), stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of 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

Guiding Principle: The Services contracts placed shall be governed by following set of Terms and Conditions:

- 1. General Terms and Conditions for Goods and Services;
- 2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA: The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

- 1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
- 2. Present a clear, concise and measurable description of service offered to the buyer
- 3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- 4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
- 5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

- 1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
- 2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /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 document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to aboid ambiguity with respect to deliverable.

 $For example\ , in case\ of\ Complex\ /\ Intricate\ Consulting\ Services\ , Some\ key\ guiding\ principles\ for\ drafting\ scope\ of\ work\ may\ be\ \ as\ under\ :$

- "Detailed" specification of requirements is extremely critical please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- $\bullet \quad \text{Identify mandatory and non-mandatory requirements in scope of work} \cdot \text{It should clearly provide the outcomes expected from solution/service delivery} \; .$
- The scope of work should mention what the outcome is based upon time or material?
- A check should be made that the final specification of requirements:(a) addresses the targeted outcomes and business objectives. (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables.
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises.
- Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

Important Note: Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace. Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority. Service Providers's response may be assessed atime of technical evaluation.

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."

Additional Required Data/Document(s) : Buyer|अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

- 1. Introduction about the project /services being proposed for procurement using custom bid functionality: click here
- 2. Instruction To Bidder: click here
- 3. Scope of Work : click here
- 4. Special Terms and Conditions (STC) of the Contract :click here
- 5. Payment Terms: click here
- 6. Penalties: click here
- 7. GEM Availability Report (GAR): click here
- 8. Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload

required is selected as "Yes" while creating Bid) :click here

9. Service Level Agreement (SLA): click here

Additional Data/Document(s) : Seller | अतिरिक्त डेटा/दस्तावेज़ : विक्रैता

- 1. Certificate (Requested in ATC): click here
- 2. Compliance Documents In Respect Of Sow Etc:click here

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 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.

2.3 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.

2.4 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.

2.5 Service & Support:

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

2.6 Service & Support

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

2.7 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.

2.8 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.

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

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