

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687723310955

Contract Generated Date | अनुबंध तिथि: 08-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4187251](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central Government Ministry   मंत्रालय: Ministry of Railways Department   विभाग: Indian Railways Organisation Name   संगठन का नाम: North Western Railway Office Zone   कार्यालय क्षेत्र: North Western Railway	Designation   पद: SRDMECW JU Contact No.   संपर्क नंबर: 0291-2430045- Email ID   ईमेल आईडी: srdmecw@ju.railnet.gov.in GSTIN   जीएसटीआईएन: 08AAAGM0289C1Z Address   पता: DRM OFFICE, JODHPUR, JODHPUR, RAJASTHAN-342001, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: SRDMECWJU Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: SRDFM	Role: BUYER Payment Mode   भुगतान का तरीका: Railways Designation   पद: SRDMECW JU Email ID   ईमेल आईडी: srdmecw@ju.railnet.gov.in GSTIN   जीएसटीआईएन: 08AAAGM0289C1Z Address   पता: DRM OFFICE, JODHPUR, JODHPUR CITY, RAJASTHAN-342001, India

Consignee Details   परेषिती विवरण		
S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता	Service Description   सेवा विवरण
1	Contact   संपर्क: 0291-2430045- Email ID   ईमेल आईडी: srdmecw@ju.railnet.gov.in GSTIN   जीएसटीआईएन: 08AAAGM0289C1Z Address   पता: DRM OFFICE, JODHPUR, JODHPUR, RAJASTHAN-342001, India	Custom Bid for Services - Repair Welding work of wagons at Sanu loading site Merta Road Wagon care complex and Welding work at DEMU Shed Merta Road

Service Provider Details   सेवा प्रदाता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: A918190000914052 Company Name   कंपनी का नाम: SHREE VINAYAK Contact No.   संपर्क नंबर: 07737109477 Email ID   ईमेल आईडी: mkyadav.fl@gmail.com Address   पता: 51,BADOWALO KA MOHALA,SHOSHINGPURA,PHULERA, Jaipur, RAJASTHAN-303338, - MSME verified   एमएसएमई सत्यापित: Yes MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-RJ-17-0023521 MSE Social Category   एमएसई सामाजिक श्रेणी: OBC MSE Gender   एमएसई लिंग श्रेणी: Male GSTIN   जीएसटीआईएन: 08AHNPY0314P1ZO	

\*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): 15-Jan-2024 Service End Date | सेवा समाप्ति तिथि: 15-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
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	1	8990000
Regulatory/ Statutory Compliance of Service		
Compliance of Service to SOW, STC, SLA etc		

Total Amount (Formula) | कुल राशि (सूत्र):  
(1\*Lumpsum Cost of Service in totality)

Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)	8990000
Total Addon Value   कुल एडऑन मूल्य (INR)	0
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)	8990000

## Amount of Contract | अनुबंध की राशि

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

8990000

### 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 avoid 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 .
- Identify mandatory and non-mandatory requirements in scope of work . 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."

### Corrigendum | शुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2023-12-01 17:00:00

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

1. Scope of Work : [click here](#)
2. Service Level Agreement (SLA) : [click here](#)
3. Payment Terms : [click here](#)
4. GEM Availability Report ( GAR) : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Sow Etc : [click here](#)
3. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise : [click here](#)
5. Compliance Documents In Respect Of Specification And Standard Of Services : [click here](#)
6. Compliance Document In Respect Of Approach & Methodology : [click here](#)
7. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)
8. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity : [click here](#)
9. Compliance Document In Respect Of Certification Of Resources . : [click here](#)
10. Any Other Documents As Per Bid (i) : [click here](#)
11. Any Other Documents As Per Bid (ii) : [click here](#)
12. Any Other Documents As Per Bid (iii) : [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 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

SR DFM NWR

payable at

Jodhpur

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

###### 2.3 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

SR DFM NWR

payable at

JODHPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

###### 2.4 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

SR DFM NWR JODHPUR

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 pledger. 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.

###### 2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. The contract will be governed by railways "General Conditions of contract for service contracts" issued by Railway board with corrigendum issued up to date. Copy of the GCC is available on Railway Boards website of Transformation cell, link is given in the Tender form attached with the GEM BID as SLA/ scope of work.
2. BIDDERS ARE ADVISED TO READ THE TENDER DOCUMENT CAREFULLY AND ATTACH ALL THE REQUIRED DOCUMENTS.
3. For any query the bidder may contact SSE/C&W/Tender - 9001198424.

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

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