

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687785718794

Contract Generated Date | अनुबंध तिथि: 09-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4013145](#)

| Organisation Details   संगठन विवरण   | Buyer Details   खरीदार विवरण   |
|--|--|
| Type   प्ररूप : Central PSU<br>Ministry   मंत्रालय : Ministry of Petroleum and Natural Gas<br>Department   विभाग : ENGINEERS INDIA Limited<br>Organisation Name   संगठन का नाम : ENGINEERS INDIA Limited<br>Office Zone   कार्यालय क्षेत्र : Engineers India Limited | Designation   पद : ENGR<br>Contact No.   संपर्क नंबर : 011-26763287-<br>Email ID   ईमेल आईडी : suraj.singh@eil.co.in<br>GSTIN   जीएसटीआईएन : -<br>Address   पता : EI BHAVAN, 1, BHIKAJI CAMA PLACE, NEW DELHI-110066, NEW DELHI, DELHI-110066, India |

| Financial Approval Detail   वित्तीय स्वीकृति विवरण   | Paying Authority Details   भुगतान प्राधिकरण विवरण  |
|--|--|
| IFD Concurrence   आईएफडी सहमति : No<br>Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम : ED (HR)<br>Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम : ED (HR) | Role : PAO<br>Payment Mode   भुगतान का तरीका : EIL<br>Designation   पद : AGM<br>Email ID   ईमेल आईडी : sonia.aggarwal@eil.co.in<br>GSTIN   जीएसटीआईएन : 07AAACE5318C2Z4<br>Address   पता : 1, BHIKAJI CAMA PLACE, NEW DELHI, South West delhi, DELHI-110066, India |

| Consignee Details   परेषिती विवरण |  |  |
|-----------------------------------|--|--|
| S.No   क्र.सं.                    | Consignee Name & Address   परेषिती नाम & पता   | Service Description   सेवा विवरण   |
| 1                                 | Contact   संपर्क : -<br>Email ID   ईमेल आईडी : tushar.sharma@eil.co.in<br>GSTIN   जीएसटीआईएन : -<br>Address   पता : EI BHAWAN, 1, BHIKAJI CAMA PLACE, NEW DELHI-110066, NEW DELHI, DELHI-110066, India | Custom Bid for Services - Hiring of Cars of various categories on Daily and Monthly Basis on rent at EIL Offices Located at New Delhi and Gurugram |

| Service Provider Details   सेवा प्रदाता विवरण   |  |
|---|--|
| GeM Seller ID   जेम विक्रेता आईडी : E219180000116848<br>Company Name   कंपनी का नाम : AVTAR TRAVELS<br>Contact No.   संपर्क नंबर : 09871044411<br>Email ID   ईमेल आईडी : jaswinderavtartravels@gmail.com<br>Address   पता : SHOP NO 10, DDA MARKET COMMUNITY CENTER, GULMOHAR ENCLAVE, DELHI, South Delhi, DELHI-110049, -<br>MSME verified   एमएसएमई सत्यापित : Yes<br>MSME Registration number   एमएसएमई पंजीकरण संख्या : UDYAM-DL-08-0014605<br>MSE Social Category   एमएसई सामाजिक श्रेणी : General<br>MSE Gender   एमएसई लिंग श्रेणी : Male<br>GSTIN   जीएसटीआईएन : 07AAEFA83371ZB |  |

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

## Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम) : 16-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 | Hiring of Cars of various categories on Daily and Monthly Basis on rent at EIL Offices Located at New Delhi and Gurugram | 1  | 11923275                            |
| Regulatory/ Statutory Compliance of Service   | YES  |  |                                     |
| Compliance of Service to SOW, STC, SLA etc  | YES  |  |                                     |
| Total Amount (Formula)   कुल राशि (सूत्र) :<br>(1*Lumpsum Cost of Service in totality)        |  |  |                                     |
| Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)                                     |  | 11923275   |                                     |
| Total Addon Value   कुल एडऑन मूल्य (INR)  |  | 0  |                                     |
| Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)                                      |  | 11923275   |                                     |

## Amount of Contract | अनुबंध की राशि

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

11923275

Price Break up offered | मूल्य विभाजन की पेशकश की : [Price Break up offered Document link](#) | प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक

### 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. GeM-Bidding-Corr-5381699-2.pdf :[click here](#) | यहां क्लिक करें

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

1. Service Level Agreement (SLA) : [click here](#)
2. Payment Terms : [click here](#)
3. GEM Availability Report ( GAR) : [click here](#)
4. Scope of Work : [click here](#)
5. 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](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
3. Compliance Documents In Respect Of Sow Etc : [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. Any Other Documents As Per Bid (iii) : [click here](#)
10. Any Other Documents As Per Bid (i) : [click here](#)
11. Any Other Documents As Per Bid (ii) : [click here](#)
12. Compliance Document In Respect Of Certification Of Resources . : [click here](#)

ePBG Detail | ईपीबीजी विवरण

|   |                     |
|---|---------------------|
| Advisory Bank   सलाहकार बैंक :  | State Bank of India |
| ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :  | 10.00               |
| The bidder shall furnish ePBG as applicable as per bid's terms and conditions   बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा |                     |

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:

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

##### 2.3 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.

##### 2.4 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 Forms of EMD and PBG:

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

Engineers India Limited

payable at  
New Delhi

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.

##### 2.6 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

Engineers India Limited

payable at  
New Delhi

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

##### 2.7 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Engineers India Limited

Account No.  
10813604212

IFSC Code  
SBIN0017313

Bank Name

State Bank of India

Branch address

CAG BRANCH-II, 4TH AND 5TH FLOOR, REDFORT CAPITAL PARSVANATH TOWERS, GOLE MARKET, NEW DELHI-110001

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**2.8 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

Engineers India Limited  
payable at  
New Delhi

. 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.

**2.9 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Engineers India Limited

Account No.  
10813604212

IFSC Code  
SBIN0017313

Bank Name  
State Bank of India

Branch address  
CAG BRANCH-II, 4TH AND 5TH FLOOR, REDFORT CAPITAL PARSVANATH TOWERS, GOLE MARKET, NEW DELHI-110001

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**2.10 Buyer Added Bid Specific SLA:**

Text Clause(s)

Bidder to comply the 'Commercial Amendment No. 1' and 'Commercial Amendment No. 2' attached under 'Buyer Added Bid Specific SLA' of 'Buyer Added Under Bid Specific Terms and Conditions'. Bidder to submit the same duly signed and stamped.

**2.11 Buyer Added Bid Specific SLA:**

File Attachment [Click here to view the file.](#)

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

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