

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687757936979

अनुबंध तिथि | Contract Generated Date : 06-Feb-2024

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Autonomous मंत्रालय Ministry : Ministry of Education विभाग Department : Department of School Education and Literacy संगठन का नाम Organisation Name : KENDRIYA VIDYALAYA SANGATHAN कार्यालय क्षेत्र Office Zone: KENDRIYA VIDYALAYA AMC LUCKNOW	पद Designation : PGT CS संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buycon2.kvb.or@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Kendriya Vidyalaya AMC Shift-1 Near Topkhana Bazar Cantt Lucknow, LUCKNOW, UTTAR PRADESH-226002, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: PRINCIPAL वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : PRINCIPAL	भुगतान का तरीका Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : PGT ईमेल आईडी Email ID : satish.tiwari67@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address: Kendriya Vidyalaya AMC Shift-1 Near Topkhana Bazar Cantt Lucknow, Lucknow, UTTAR PRADESH-226002, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : con390.kvsk.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Kendriya Vidyalaya AMC Shift-1 Near Topkhana Bazar Cantt Lucknow, LUCKNOW, UTTAR PRADESH-226002, India	Professional Training Services (Version 2) - offline; Weekdays

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	6F60190000929672
कंपनी का नाम Company Name :	M/S GOLDEN SPARROW
संपर्क नंबर Contact No. :	07275262506
ईमेल आईडी Email ID :	neeraj.k80@gmail.com
पता Address :	554/201, chota barha, alambagh, Alambagh, lucknow, Uttar Pradesh-226005, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	-
जीएसटीआईएन GSTIN:	09AQNPK3549B1ZR

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 13-Feb-2024 सेवा समाप्ति तिथि | Service End Date : 14-Feb-2024

श्रेणी नाम | Category Name : Professional Training Services (Version 2)

बिलिंग चक्र | Billing Cycle: weekly

विवरण Description	Number of trainees	Cost per candidate
Mode of training	800	60
Training Frequency		
Duration of Training Per day (in Hours)		
Training Premise		
Type of Training		
Course Level		
Category of Training Course		
Sub-Categories of Training Course		
Certification		
Certification Programme		
Type of training partner		
Approx. no. of Batches of trainees		
Number of students per batch		

Approx. no. of days per training	2	
कुल राशि (सूत्र) Total Amount (Formula) : (Cost per candidate*Number of trainees)		
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		48000
कुल ऐडऑन मूल्य Total Addon Value(INR)		0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		48000.00
अनुबंध की राशि Amount of Contract		
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		48000
एसएलए विवरण SLA Details		
SERVICES STC		
SPECIAL TERMS AND CONDITIONS FOR PROFESSIONAL TRAINING SERVICE		
1. Preamble		
All the Service contracts placed through GeM shall be governed by following set of Terms and Conditions:		
<ol style="list-style-type: none"> 1. General terms and conditions for Goods and Services. 2. Service STC contained in this document. 		
The above terms and conditions are in reverse order of precedence i.e., S TC supersedes GTC, in case of any conflicting provisions.		
This document represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.		
2. Objectives and Goal		
The objective of this document is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:		
<ol style="list-style-type: none"> 1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties 2. Present a clear, concise and measurable description of services 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 both the parties understand the consequences in case of termination of services due to any of the stated reasons 5. The document will act as a reference for both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. 		
3. Stakeholders		
The main stakeholders associated with this agreement are:		
<ol style="list-style-type: none"> 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 supplier/ bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement 		
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.		
4. Service Scope		
The Professional Training Service is to provide specialized training or advanced professional learning intended to improve the professional skills, knowledge, competence, and effectiveness. Scope of this service includes as:		
<ol style="list-style-type: none"> 1. Training Employees - providing training to the Buyer's employees as per the prescribed requirement. 2. Content and Study Material - Providing the content and material required to all the trainees during the training session. 3. Induction kit/Training stationary -Provision of appropriate induction kit (if required) or mention by Buyer with appropriate content including complete schedule of the training, stationary (if required), study material etc. 4. Infrastructure requirements – Provision of physical facilities like classroom, equipment/instrument, drinking water and toilet facilities, accommodation facilities (for residential training) etc. required for trainees during the training. 5. Post Training Support – Providing after training support to the buyers as per their requirements for supporting trainees as in when needed. 6. Certification – Provision for completion of exam/certification as an official document attesting to a status or level of achievement. 		
5. Service Provider's Obligations		
<ol style="list-style-type: none"> 1. Training content and material should be in accordance with the rank/job of the trainee. 2. All the training planning and control should be provided by the Training Agency/Training institute. 3. Training content should be clearly defined around the Buyer's Requirement. 4. Trainer should conduct exam/review after the completion of course/subject to check the trainee's understanding on topic. 5. Trainer should be expertise and equipped on the subject matter of the training to be conducted. 6. The trainer should be prepared. He should know both his job and how to teach it. On the basis of job analysis and job description, various operations should be planned. In order to avoid delays, everything must be ready before training starts. 7. Service Provider has to set up the training centre(s) as per certifying agency's norms and appoint qualified trainers within the prescribed time frame and intimate the buyer. 8. Training curriculum/content, methodology and training plan (both theory and practical) should be as per syllabus recognized by certifying agency. 9. The service provider will inform the date of commencement of the training to all the selected candidates after the placement of the service contract. 10. Start the training within the time frame and ensure that all the selected candidates are present in the batch on the day of the commencement of the training itself. 11. The training services provider will be fully and directly responsible for achieving the outcomes of the training programs in full compliance with buyer requirements. It includes but not limited to all responsibilities related to quality of the training, assessment and certification and tracks them and support for a specific period as per Buyer's requirement after the completion of the training program. 12. The Training Service Provider shall promptly inform all the parties of any changes or any modifications that affects the requirements and the objectives under this Agreement. Such information shall be communicated to the buyer within 7 days of such modification. 13. The Training Service Provider shall inform the buyer if any problem arises in conduct of the training batch and in any case should not hide such issues or any deviation from service requirements. 		

14. The Training service provider shall not subcontract or outsource the whole or a part of the services, failing which the buyer can terminate the contract, impose suitable penalty, removal from empanelment by the certification authority and appropriate action on the recommendation of the buyer.
15. In case of Training at Offsite location, All physical facilities like classroom, equipment/instrument, drinking water and toilet facilities, accommodation facilities (for residential training) etc. will be provided by Training partner. These facilities must be at par or better than industry standards/ norm.
16. In case Buyer has requirement of conducting examination for the trainees, The Training Service provider should ensure assessment and declaration of results within 30 days of completion of batch. If a candidate fails in the assessment, then she/he should be retrained for re-assessment and certification. Training and reassessment cost of such unsuccessful candidates shall be borne by training service provider.

6. Buyer's Obligation

1. Buyer must provide the list of selected candidates including required information of the trainees to the training service provider before the start of the training.
2. The training being held by the service provider will regularly be monitored by the buyer and suggestions/changes will be made as and when required and the same shall be implemented by the service provider during the course of the training.
3. Complete details for the course to be conducted should be given to the Service Providers, to avoid any discrepancy during the training course.
4. **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."

7. Special Terms And Conditions

1. After completion of the training, the service provider has to provide success story with photographs of trainings provided.
2. If the training service provider withdraws from the contract the training services provider will be liable for compensating all the damages caused to the buyer.

8. Payment Terms

S. No.	Instalment	Output/ Outcome parameter
1.	Payment on the basis of number of candidates	Payment on the basis of number of trainees. Number to be defined in the scope of work to evaluate the cost/payment on the basis of each trainee
2.	On daily/weekly/monthly basis for the completion of training as per the requirement.	Time Based (Daily/Weekly/ Monthly) for the completion of training as per requirement

9. Termination of contract for Breach and Service Level Agreement and Penalties

The buyer reserves the right to terminate the contract by providing written notice in the event of the following to the service provider:

1. Becomes insolvent or bankrupt.
2. Is convicted under any criminal or civil charges under the applicable laws in the country.
3. Does not take remedial measures for a failure in performance as pointed out by the buyer during regular monitoring.
4. If the service provider is found to be involved in any misrepresentation/ falsification/ tempering of records, data and details concerning the project.\Found to be involved in fraudulent practice or malpractice in the service execution.
5. In the event of termination of the service contract under aforesaid provisions from (I to V), the Service Provider shall be liable to refund the entire amount of the funds released by the buyer till the date of termination.
6. In case of any failure by the service provider to refund the money, where a recovery of dues has been imposed by the buyer, the same shall attract action by the buyer against the service provider as per the law applicable in the country.
7. Breach of SLA is defined as performance lower than requisite performance in this agreement. The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.
8. Cumulative penalties reach 10% of the contract value.
9. Repeated breach of SLAs beyond 3 instances in the entire contractual period.
10. Subcontracting or outsourcing of the contract, in part or whole.
11. Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

S No.	Description	Penalty (in %age of contract value)
1.	If the number of successful candidates in a batch duly assessed by the certifying agency are less than 60% of the enrolled number of candidates.	5% (However the unsuccessful candidates have to be retrained by the service provider)
2.	If the average attendance of batch of the trainees is found to be less than 75% by the buyer during random checks	1st instance - 1% 2nd instance - 2% 3rd instance - 3%
3.	If infrastructural facilities are found to be deficient/ lacking by the buyer during random checks	1st instance - 1% 2nd instance - 2% 3rd instance - 3%
4.	In case of subcontracting or outsourcing of the contract, in part or whole, is noticed by the buyer during random visits	Termination of contract
5.	In case of repeated breach of SLAs beyond 3 instances in the entire contractual period.	Termination of contract

6. If cumulative penalties reach 10% of the contract value Termination of contract

The cumulative penalties imposed by the buyer should not exceed 10% of the contract value.

ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें | Terms and Conditions

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

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

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