

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687720491769

अनुबंध तिथि | Contract Generated Date : 27-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4597112](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central Government	पद   Designation : SDE LYD Division
मंत्रालय   Ministry : Ministry of Water Resources River Development and Ganga	संपर्क नंबर   Contact No. : -9695010447-
विभाग   Department : NA	ईमेल आईडी   Email ID : arunkdhiroliya-cwc@gov.in
संगठन का नाम   Organisation Name : Central Water Commission (CWC)	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone: Yamuna Basin Organization	पता   Address : 404-409, Awas Vikas, Sikandra sector -12, AGRA, UTTAR PRADESH-282007, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : Yes	Role: DDO
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Superintending Engineer	भुगतान का तरीका   Payment Mode: PFMS
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Superintending Engineer	पद   Designation : EE LYD
	ईमेल आईडी   Email ID : mohdafaq-cwc@nic.in
	जीएसटीआईएन   GSTIN : -
	पता   Address: 404-409, Awas Vikas, Sikandra sector -12, AGRA, UTTAR PRADESH-282007, India

परिषिती विवरण   Consignee Details		
क्र.सं.   S.No	परिषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : -9695010447- ईमेल आईडी   Email ID : arunkdhiroliya-cwc@gov.in जीएसटीआईएन   GSTIN : - पता   Address : 404-409, Awas Vikas, Sikandra sector - 12, AGRA, UTTAR PRADESH-282007, India	Calibration Services - Lab Instruments; Mass and Volume, Voltage, Current, Power (AC/DC), Temperature; NABL Labs; Lab

सेवा प्रदाता विवरण   Service Provider Details
जेम विक्रेता आईडी   GeM Seller ID : 1j99210003550149
कंपनी का नाम   Company Name : REALTECH CALIBRATION LAB (OPC) PRIVATE LIMITED
संपर्क नंबर   Contact No. : 08394025496
ईमेल आईडी   Email ID : shadab9402@mail.com
पता   Address : 50B, New Friends Colony, 50B, 7, Village/Town:- Bharat Nagar, City:- New Delhi, South Delhi, DELHI-110025, India
एमएसएमई सत्यापित   MSME verified : Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-DL-08-0015671
एमएसएमई सामाजिक श्रेणी   MSE Social Category : OBC
एमएसएमई लिंग श्रेणी   MSE Gender : Male
जीएसटीआईएन   GSTIN: 07AANCM6581E1Z5

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

सेवा विवरण   Service Details
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सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-Mar-2024 सेवा समाप्ति तिथि | Service End Date : 07-Mar-2024

श्रेणी नाम | Category Name : Calibration Services

बिलिंग चक्र | Billing Cycle: monthly

विवरण   Description	Quantity (input 1)	Lumpsum Cost for Calibration during contract period
Type of Calibration required	97	498.76
Lab Instruments		
Details of Calibration		
Mass and Volume, Voltage, Current, Power (AC/DC), Temperature		
Eligible Calibration Labs		
NABL Labs		
Calibration location		
Lab		
Timeline for completing the calibration once instrument is handed over by buyer		
Within 7 days		
Reports required	Yes	Calibration report
Equipment/instrument of buyer in working condition		
Yes		
Minor/major repair required as part of calibration	Yes	Yes
If any spares are required		

<div>कुल राशि (सूत्र)   Total Amount (Formula) :</div> <div>(Lumpsum Cost for Calibration during contract period*Quantity (input 1))</div>	
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	48379.72
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	48379.72
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य  Total Contract Value Including All Duties and Taxes(INR)	48379.72
एसएलए विवरण   SLA Details	
<div>SERVICE STC</div> <div>SPECIAL TERMS AND CONDITIONS FOR CALIBRATION SERVICE</div> <div><div>1. Preamble</div><div>All Calibrationservice-relatedcontracts placed through GeM shall be governed by the following set of Terms and Conditions: I. General terms and conditions for Goods and Services. II. Service STC contained in this document III. BID / Reverse Auction specific ATC B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. C. This document represents the Special Terms and Conditions ("STC") and the 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, stakeholders'obligations and terms and conditions of all services covered as mutually understood by the stakeholders.</div><div><div>2. Objectives and Goal</div><div>The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the Buyer by the Service provider. The goal of this document is to:<ul style="list-style-type: none"><li>● Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</li><li>● Present a clear, concise and measurable description of services offered to the Buyer</li><li>● 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</li><li>● To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li></ul>This document 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.</div><div><div>3. Stakeholders</div><div>The main stakeholders associated are:<ul style="list-style-type: none"><li>● <b>Buyer:</b> The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms</li><li>● <b>Service provider:</b> The Service provider is responsible to provide all the required services in timely manner. The 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 document</li></ul>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deduction in case of non-adherence to the defined terms and conditions.</div><div><div>4. Service Scope</div><div>This service maybe availed to carry outcalibration services for on-board/commissioned equipment/instrument related to plant &amp; machinery or laboratory equipment as the case maybe.Maintenance activities of the instrument could also be covered in the service scope as the case maybe.<ul style="list-style-type: none"><li>● The details of instruments to be calibrated and/or maintained need to be specified by the Buyer in the bid document.</li><li>● The calibration may be at Buyers' premises or Service provider as specified in the bid document.</li></ul></div><div><div>5.Terms and Conditions</div><div><div>5.1 Buyer's Obligations</div><ul style="list-style-type: none"><li>● Any equipment data/drawings and necessary work permits to access the Buyers' premises are to be provided by Buyer.</li><li>● The Engineer-In-Charge (EIC/EICs) or supervisor nominated by Buyer organization shall look after general supervision and direction of the work.</li><li>● In case calibration is happening at Buyer's premises, Buyer should provide/facilitate safe and secure place for onsite calibration and testing equipment of the Service provider.</li><li>● In the absence of any Standard/ Specification/Code of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions of the Engineer-in- Charge will be binding on the Service provider.</li><li>● <b>Price Variation Clause:</b> "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."</li></ul><div>5.2 Service provider's Obligations</div><ul style="list-style-type: none"><li>● Standards used for calibration must be traceable to National /international standard. The Service providers must provide traceability certificates of instrument used for calibration / validation of listed instruments.</li><li>● Calibration certificate and traceability certificate shall be issued after carrying out calibration, and it should be valid for the time decided by the Buyer.</li><li>● Before commencement of the job, the test and/or calibration procedures may need to be submitted to EIC or competent authority for approval.</li><li>● In case calibration is happening at Buyer premises, work shall be planned in such that there is no disruption to any power supply to the critical equipment.</li><li>● If any special equipment is provided by Buyer organization for performance of any job, the Service provider shall be responsible for accounting of the same and returning the same before leaving site.</li></ul><div>5.3 Standard Terms and Conditions</div></div></div></div></div></div></div>	

#### QUALITY OF SERVICES

- All the instruments for testing should be properly calibrated. The proof of calibration with traceability shall be available with the Service provider undertaking the job.
- Service provider shall stand responsible for any sort of delay caused by them in executing the job. Service provider will have to compensate such delays by working additional days or additional hours and no payment will be made on account of this.
- In case of calibration of commissioned instruments in plant related set-ups, Service provider shall arrange spares for all the instruments so that calibration work is not interrupted. Any delay due to non-availability of required spares shall be borne by the Service provider and job shall be completed by working extra time/duration so that total planned jobs can be completed.

#### SUPERVISION OF WORK:

- Measurement shall be recorded as per Specifications/ Contract Documents. The responsibility for checking the measurements as recorded in the Measurement Books/Bills/sheets shall be with the EIC.
- If the Buyer / EIC is not satisfied with the competency of the service engineer deployed by Service provider, then no charges will be paid, and Service provider has to take necessary action to depute another competent Service Engineer.
- The Buyer / EIC shall be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the work and/or unhindered operations at buyers' site.
- EIC shall also have authority to reject all work, which does not conform to the tender document.
- The work shall be executed strictly as per the schedule given in the bid document.
- Buyer shall have the right, which shall not be unreasonably exercised, to direct Service provider in writing to remove and/ or replace any of Service provider's personnel at the sole expense of Service provider. Buyer reserves the right to require the dismissal and replacement of any persons considered, in Buyers' sole reasonable documented opinion, to be unfit to carry out their duties. No cost for replacement of such personnel will be payable by Buyer to Service provider or its sub-Contractors in the event such dismissal and replacement is required.

In case of manpower deployment in Buyer premises for the purpose of testing,

- Independent Contractor - The relationship between Buyer and Service provider is that of principal to principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this contract. Therefore, Service provider nor the personnel of the Service provider shall become the employee of the Buyer under this contract. The Buyer shall also not be liable to the Service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The Service provider shall make them known about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service provider or its employees.
- In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the Service provider will immediately notify the Buyer of the above change.
- The persons deployed by the Service provider shall solely be the responsibility of the Service provider and Buyers shall have no obligation for any sort of claims raised by the Service provider's employees/personnel. For all intents and purposes, the Service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the Buyer.
- The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices etc, and no liability in this regard will be attached to the Buyer. The Service provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the Service provider only and the Buyer will not be liable in any manner.
- The Service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same may need to be submitted by the Service provider. The Service provider shall be responsible for any type of statutory/mandatory claims or deduction in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
- The Service provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- The Service provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the Buyer shall not have any liability whatsoever on this account.
- The Service Provider shall be fully responsible for the acts of their representatives / consultants/ team members and shall fully indemnify the Buyer for any kind of losses or damages caused by its team members/ consultants. The Buyer shall not be responsible for any claim from any consultant / team member employed by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.
- If required by the Buyer and wherever applicable, the Service provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service provider.
- The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the Buyer. In case the manpower deputed by the Service provider is found not suitable, the Service provider shall replace such manpower without any additional cost to the Buyer, if directed by the Buyer. The Service provider shall not deploy or shall discontinue deploying such person(s).
- In an event that the Service provider fails to deliver or fails to carry out tasks as per schedule due to the absence of personnel or any other reasons, the Service provider at his own cost shall make an alternate arrangement by providing similar manpower for which contract/agreement is entered into, without any extra charges. Failure to do so will evoke a deduction and the Buyer shall have the right to recover damages as per the provisions of the contract.
- The Service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel deployed by them.
- In case any loss is incurred by the Buyer owing to the negligence or mishandling by the deployed personnel of the Service provider, the Service provider shall be responsible to make good the losses suffered by the Buyer, subject to GTC provisions on limitation.
- Any damages caused by the Service provider in existing facilities while carrying out the work shall be made good by the Service provider to Buyer's entire satisfaction at their own risk and cost.
- The Service provider shall provide prior information to the Buyer and obtain necessary approvals, for any hazardous material being brought to the site and Service provider shall ensure safe and secure storage and usage of such material.
- All electrical works will be done as per the latest Indian Electricity Act and other requirements of the contract.
- The Service provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
- No work may be carried out above the heads of people or over gangways or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the Buyer/authority in charge
- The Service provider should ensure that their personnel do not consume alcohol / do not smoke /any type of drugs in the Buyer's premises, the violation will attract suitable deduction. The Service provider must ensure that their personnel do not report for duty in inebriated state.
- The Service provider is advised to visit and examine the work site and its surroundings and obtain for themselves all information that may be necessary for preparing the bid. The site visit shall be at the Service provider's own expenses and the Buyer will be indemnified for any material/personnel loss of the Service provider.

#### SAFETY AND SECURITY:

- The Service provider shall take all precautions and use all safety appliances wherever required so as to ensure safety of workmen.
- Service provider shall perform the work under this contract observing all relevant safety rules and regulations. No personnel of the Service providers shall be allowed to work at site without such safety gears. PPE (Personal Protective Equipment, Industrial Safety Shoe, Helmet, cotton protective clothes, etc. shall be in Service provider's scope, however Buyer organizations may provide any special PPE, if required, during job execution.
- If required by the Buyer, the Service provider shall ensure that all workers/supervisors engaged will carry identity Card/Photo Pass along with safety training card. The same is to be displayed on their person during their presence inside Buyers' premises. However, if the display of the photo pass creates difficulty in execution of work, the pass is to be kept in safe custody to avoid damage/getting spoiled.
- On request of the EIC/ Buyer, the Service provider may prepare and submit a comprehensive and documented plan for implementation, monitoring and reporting of Health, Safety & Environment (HSE) System.

#### 6. Payment Schedule

- The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.
- Payment schedule to be as per payment terms specified in bid document.

Payment to be inclusive of travelling charges for site calibration/testing and boarding and lodging expenses unless specified otherwise by Buyer in ATC section

#### 7. Penalties and Termination

S No.	Description	Penalty (in %age of contract value)
1.	Time within which work should start after the formal signing of contract between Service provider and Buyer	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
2.	Failure to address deficiencies/complaints brought to notice by Buyer or any problem found with the instrument during contract period	Resource person/service engineer to be sent to site of instrument within 48 (forty-eight) hours unless specified otherwise by Buyer in ATC failing which a penalty of Rs 500 per day
3.	If employee is found disclosing any confidential information document to the Service provider/ any third parties	Cancellation of the contract with cancellation charges @ 2% of the contract value along with recovery of losses caused (if any) and legal action against the Service provider depending on the gravity of the act
4.	If any problem found with the instrument during contract period	Buyer may request the instrument to be calibrated free of cost
5.	Failure to provide reports as per schedule/specifications	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
6.	Non-compliance to safety systems & procedures in force.	In addition to applicable legal implication, the following will be applicable 1st Instance – 0.5% of the contract value 2nd Instance – 1% of the contract value 3rd Instance onwards – 2% of the contract value
7.	If cumulative deduction reaches 10% of the contract value	Termination of contract at the discretion of the Buyer
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अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Accreditation Documents of the desired labs : NABL accreditation certificate of the bidder.
2. List of instruments along with technical specifications, frequency of calibration and scope of services : [click here](#)
3. Additional Terms and Conditions to be mentioned by Buyer : [click here](#)

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

1. Upload The Complete Accreditation Documents As Desired By The Buyer : [click here](#)
2. Documentary Proofs To Be Submitted As Per Buyer's Requirement : [click here](#)
3. Certificate (Requested in ATC) : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Schedule of Rates \(SOR\)](#)

सलाहकार बैंक   Advisory Bank :	NA
ईपीसीपी प्रतिशत(%)   EPSC Percentage(%) इसकी जाँच करें   EPSC Detail	NA
नियम और शर्तें   Terms and Conditions	
<p>1. General Terms and Conditions-</p> <p>1.1 This contract is governed by the <a href="#">General Terms and Conditions</a>, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>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</p> <p>2. Buyer Added Bid Specific Terms and Conditions-</p> <p>2.1 <i>Generic</i>: 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</p> <p>2.2 <i>Generic</i>: 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.</p> <p>2.3 <i>Purchase Preference (Centre)</i>: Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.</p> <p>2.4 <i>Certificates</i>: 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.</p> <p>2.5 <i>Buyer Added Bid Specific ATC</i>: Buyer uploaded ATC document <a href="#">Click here to view the file</a> .</p>	
नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। Note: This is system generated file. No signature is required.	