

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687784825183

अनुबंध तिथि | Contract Generated Date : 01-Mar-2024

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details	
प्ररूप Type :	Central Government	पद Designation :	AMM G NR HQ Office baroda House NDLS
मंत्रालय Ministry :	Ministry of Railways	संपर्क नंबर Contact No. :	011-23384008-
विभाग Department :	Indian Railways	ईमेल आईडी Email ID :	ammghq@nr.railnet.gov.in
संगठन का नाम Organisation Name :	Northern Railway	जीएसटीआईएन GSTIN :	-
कार्यालय क्षेत्र Office Zone:	Northern Railway	पता Address :	Office of Controller of Stores Baroda House, NEW DELHI, DELHI-110001, India
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details	
आईएफडी सहमति IFD Concurrence :	No	Role:	BUYER
प्रशासनिक अनुमोदन का पदनाम		भुगतान का तरीका	Railways
Designation of Administrative	CCO/NR HQ Office Baroda House NDLS	Payment Mode:	
Approval:		पद Designation :	AMM G NR HQ Office baroda House NDLS
वित्तीय अनुमोदन का पदनाम	DY FINANCE NR HQ OFFICE BARODA HOUSE N	ईमेल आईडी Email ID :	ammghq@nr.railnet.gov.in
Designation of Financial Approval :	DLS	जीएसटीआईएन GSTIN :	-
		पता Address:	Office of Controller of Stores Baroda House, NEW DELHI, DELHI-110001, India
परेषिती विवरण Consignee Details			
क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description	
1	संपर्क Contact : - ईमेल आईडी Email ID : navika.nr@gov.in जीएसटीआईएन GSTIN : - पता Address : CHIEF CLAIM OFFICER NR NDCR BUILDING STATE ENTRY ROAD NDLS, CENTRAL DELHI, DELHI-110055, India	Full Service and Maintenance Contracts of Photocopier Machine - Multifunction Machines MFM; Canon; OEM Authorised Service Provider; Paper to be provider by Buyer; Tonner/Cartridge to be provider by Service Provider.; Not Applicable; Not Applicable; N..	
सेवा प्रदाता विवरण Service Provider Details			
जेम विक्रेता आईडी GeM Seller ID :	G4P9210001932114		
कंपनी का नाम Company Name :	IMAGE DIGITAL SYSTEMS		
संपर्क नंबर Contact No. :	09811799980		
ईमेल आईडी Email ID :	idsystems1976@gmail.com		
पता Address :	S-556, 1st FLOOR,SCHOOL BLOCK 2,SHAKARPUR, East Delhi, DELHI-110092, -		
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-DL-02-0010421		
एमएसई सामाजिक श्रेणी MSE Social Category :	General		
एमएसई लिंग श्रेणी MSE Gender :	Male		
जीएसटीआईएन GSTIN:	07ADPPN3174L1ZZ		
*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): 08-Mar-2024		सेवा समाप्ति तिथि Service End Date : 07-Mar-2025	
श्रेणी नाम Category Name : Full Service and Maintenance Contracts of Photocopier Machine			
बिलिंग चक्र Billing Cycle: weekly			
विवरण Description		Estimated Number of Pages per Month to be Copied including all machines.	Price per 100 Page (including all repairs, servicing, spare item, preventive checkup, routine checkup, consumables & Cost of manpower if any))
Amc Category	Multifunction Machines MFM	20,000	35
Amc Brand	Canon		
Status Of Annual Maintenance Service Provider	OEM Authorised Service Provider		
Paper	Paper to be provider by Buyer		
Tonner/Cartridge Required	Tonner/Cartridge to be provider by Service Provider.		
Size of the Paper	Not Applicable		
Paper Thickness in GSM	Not Applicable		

Brand Paper	Not Applicable	
Age of Machine (in Years)	2	
Number of Onsite Service Engineers Requirement	Not Required	
Periodicity of Preventive Maintenance Services	NA	
Colour	Monochrome	
Number of Machines to be served	2	
Number of Months during the Contract Period	12	
कुल राशि (रु०) Total Amount (Formula) : (Price per 100 Page (including all repairs, servicing, spare item, preventive che ckup, routine checkup, consumables & Cost of manpower if any))*Number of Months during the Contract Period*Estimated Number of Pages per Month to be Copied incl uding all machines./100)		
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		84000
कुल एडऑन मूल्य Total Addon Value(INR)		0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		84000.00
अनुबंध की राशि Amount of Contract		
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		84000
एसएलए विवरण SLA Details		
<p>SERVICES STC</p> <p>SPECIAL TERMS AND CONDITIONS (STC) FOR FULL SERVICE AND MAINTENANCE CONTRACT PHOTOCOPIER MACHINE</p> <p>1. PREAMBLE: The Full Service and Maintenance Contracts for Photocopier Machine placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none"> General terms and conditions for Services; Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service. BID / Reverse Auction specific ATC. <p>Note:</p> <p>Operation of the above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service Specific STC which shall supersede the GTC, whenever there are any conflicting provisions. The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.</p> <p>This document represents a comprehensive Terms and Conditions 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 stakeholder</p> <p>2. Agreement Overview</p> <p>This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and Full Service Maintenance Service Provider. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.</p> <p>3. Objective and Goals</p> <p>The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:</p> <ol style="list-style-type: none"> Provide clear reference to service ownership, accountability, roles and/or responsibilities. Present a clear, concise and measurable description of service provision to the Buyer. Depict Terms and Conditions for all the involved stakeholders. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same. <p>4.Stakeholders</p> <p>Following are the stakeholders associated with this agreement:</p> <ul style="list-style-type: none"> Service Provider Buyer / Consignee <p>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. It is assumed that all stakeholders would have read and understood the same before signing the Contract.</p> <p>5. Scope of the FSMC Services</p> <p>The contract shall be on comprehensive basis, inclusive of repairs and maintenance, replacement of spare parts and supply of consumables like drums/toners etc. as per the specification selected by the buyer. The FSMC Service Provider shall carry out preventive maintenance Services as per schedule indicated in bid document.If nothing indicated PMS will be done once in at three months during the term of the contract. The scope of Full Service Maintenance Contract covers upkeep and smooth working of the equipment and supply of consumables as desired by the buyer within the premises of user department as per provisions contained in the agreement document.</p> <p>Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services of the equipment as per bench marked maintenance practices / OEM manuals and to provide efficient engineering services in the user's premises as desired by the buyer. Continuous efforts should be made by service provider to minimise the down time of the equipment as a part of the duties of the service provider agency. The service provider shall ensure that all equipments are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers and for this all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.</p>		

Full Service and Maintenance Contract include all parts of the equipment including consumables as desired. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual.

Full Service and Maintenance Contract would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)
4. Supply of consumables.

Buyer Obligations

1. Buyer shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
2. Buyer should mention the correct model numbers of equipment / spare parts cat id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.
4. Reasonable availability of Buyer representative(s) when resolving a service-related incident or request.
5. The Buyer shall be accountable to the Service Provider for all reprographic supplies left with the Buyer, who shall ensure that such supplies are used for the equipments covered under this agreement.
6. The Buyer shall ensure that area has electrical outlets and steady power supply with exclusive dedicated plug and access way etc for installation, passages. The Buyer is deemed to be in compliance with government imposed safety requirements.
7. The Buyer shall ensure that all key operators carry out their duties properly and operate the equipment in accordance with the operating manual provided to them.
8. 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."

Service Provider Obligations

1. The Service Provider would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipment's to be maintained in a separate register along with details of rooms/place where they are placed/located. If there is shifting of the equipment/s under the FSMA, the Service Provider will have to make changes in record accordingly. Designated Officer in charge would assist the firm in this task and ensure this to be done under his supervision.
2. Service Provider should deploy technically competent service engineer/ engineers intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the agreement period. No separate cost will be paid for this technical manpower and service provider will include the cost for this technical manpower in the per page cost quoted by them.
3. Telephone / E-mail support. Complaints can be registered either telephonically or by e-mail provided by Service Provider. For this Service Provider should provide a telephone/mobile number and monitored e-mail for registration of complaint/breakdown calls. Complaints can be registered by any representative of the buyer by quoting this agreement and providing details of the photocopier machine (i.e. Model, Serial No and location). Proper record of the registered complaints should be maintained by the Service Provider
4. The Service Provider is required to maintain the log sheet which will include number of services provided during the period with dates and part of the equipment got repaired or replaced, with its proper model number, serial number and any other necessary detail. Monthly call logged and resolution data in pdf/excel format is to be provided to the buyer. The Service Provider shall maintain log sheet as per the format agreed with the buyer.
5. The Service Provider should use suitable instruments / tools to examine and repair the equipment.
6. The Service Provider must fulfil the requirement of number of preventative maintenance services.
7. The Service Provider shall ensure response times associated with service-related incidents.
8. The Service Provider shall give appropriate notification to buyer for all scheduled maintenance.
9. The Service Provider will maintain the confidentiality of data. The Service Provider will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information.

Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

The full service maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any exists at time of bidding), make & model to enable the service provider to quote.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose with the current status of the equipment. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The FSMC shall be carried out during office hours, primarily at the premises as specified in the order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time, and Buyer may make alternative arrangements for the servicing/maintenance of the equipment to avoid productivity loss. Under such circumstances Service Provider would reimburse the cost of such arrangements.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document. The parts/components/sub-assemblies/consumables used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively, OEM authorised parts/components/sub-assemblies shall be used for repair/replacement by the service provider.

Post contract award, service provider shall provide the escalation matrix and call logging mechanism for complain resolution.

Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours for replacement/ deployment of consumables and when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours. Some quantity of routinely required spares/consumables may be stocked in the buyers/user's premise.

1. In case the system is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired by or part replaced by other authorised / suitable service provider and the cost and expenditure incurred therein shall be recoverable from the service provider

System Uptime

The breakdown time will be worked out as under: -

Total Machine's Days(X) = (NO of equipment under FSMC) * No. of working day.

Breakdowns (Y) = Cumulative Sum of idle duration of all the equipment under FSMC on working days.

Percentage uptime= $(X-Y)/X$ *100.

The service provider shall ensure minimum 95% uptime.

Payment Terms

The payment will be made to FSMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer. Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on monthly basis (if the services are satisfactory) on submission of bill by the Service Provider on completion of each month after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the FSMC rates during the entire period of FSMC; no difference shall be paid or claimed as a result of the above.

Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or service provider / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach	
				1 Instance	2 Instance onwards
1	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	0.5% of the billed amount	1% of the billed amount
2	Breakdown of systems due to improper handling by service provider personnel	Zero	NA	1% of billed amount	2% of billed amount
3	Non Delivery of FSMC services for one week	Zero	NA	1% contract value	2% of Contract value/Termination of contract
4	Failure to deliver consumables on time	On time	Within 1 days (24 hours) of scheduled date	1% of billed amount	2% of billed amount
5	Ordinary Repair	On time	4 hours from time of complain	1% of billed amount	2% of billed amount
6	System Uptime	100%	95%	1% of billed amount	2% of billed amount
	Service Level Agreement	Base Line Performance	Lower Performance	Penalty	
	Delay in carrying out FSMC as per schedule	No Delay	Within 2 days (48 hours) of scheduled date	1% of billed amount for each additional day up to 7days.	After 7 Days the contract is liable to get terminated.

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.