

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687737357436

अनुबंध तिथि | Contract Generated Date : 11-Mar-2024

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Government मंत्रालय Ministry : Ministry of Education विभाग Department : Department of Higher Education संगठन का नाम Organisation Name : Delhi University कार्यालय क्षेत्र Office Zone: University of Delhi	पद Designation : Prof PI and Provost UGHG संपर्क नंबर Contact No. : 011-27667329- ईमेल आईडी Email ID : buycon59.ud.dl@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Department of Anthropology, University of Delhi, Delhi - 110007, CENTRAL DELHI, DELHI-110007, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Provost वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Provost	भुगतान का तरीका Payment Mode: Offline पद Designation : Asisstant Professor Sweta Gupta ईमेल आईडी Email ID : pao29.ud.dl@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: Department of Education (CIE), 33 Chhatra Marg Delhi University, North Campus Delhi India, NORTH DELHI, DELHI-110007, India

परोक्षी विवरण Consignee Details		
क्र.सं. S.No	परोक्षी नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : buycon72.uod.delhi@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Campus Law Centre, University of Delhi, Delhi, CENTRAL DELHI, DELHI-110007, India	Electric Cabling Service

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : CO35200001832324 कंपनी का नाम Company Name : PHENYX POWER SOLUTIONS PRIVATE LIMITED संपर्क नंबर Contact No. : 08800915397 ईमेल आईडी Email ID : phoenixpowersol@gmail.com पता Address : 25/2 Gali No. 2, Landmark Near, Corporative Bank, Village Wazirabad, North Delhi, DELHI-110084, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 07AAKCP7628Q1ZI	

*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

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 18-Mar-2024 सेवा समाप्ति तिथि | Service End Date : 17-Apr-2024

श्रेणी नाम | Category Name : Electric Cabling Service

बिलिंग चक्र Billing Cycle: weekly		
विवरण Description	Quantity	Price per Metre (Including Price of Cable and Laying Charge)
Type of Cable	PVC Cable as per IS:694	60
Conductor Material	Copper	
Nominal Cross section of Conductor	0.5 sq. mm to 10 sq. mm	
Cable Armouring	Un-Armoured	
Cable Work	On wall with Conduit	
Number of Cores	2	

कुल राशि (सूत्र) | Total Amount (Formula) :
(Price per Metre (Including Price of Cable and Laying Charge)*Quantity)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	6000
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	6000.00

एसएलए विवरण | SLA Details

SERVICE STC

SPECIAL TERMS AND CONDITIONS FOR

(.....Electric Cabling Service

1. Preamble

A. All (Electric Cabling Service) Service contracts placed through GeM shall be governed by following set of Terms and Conditions:

- (i) General terms and conditions for Goods and Services;
- (ii) Service STC contained in this document;
- (iii) Product Specific STC of ...(Electric Cabling Service)... Service – as defined in Service Catalogue of the product which includes SLA for the Service for that particular product;
- (iv) BID / Reverse Auction specific ATC

B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Product Specific STC which supersedes Service STC which supersedes GTC – only in case of any conflicting provisions.

C. 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.

D. This document represents a Special Terms and Conditions (“STC”) 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. STAKEHOLDERS

The main stakeholders associated with this STC are:

- i. Buyer
- ii. Service Provider

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses Service Level Agreement/ 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 document.

3. SERVICE SCOPE

3.1 The Service Provider shall provide the following services:

Point wise details (here about the scope, period of agreement etc.)

The Scope of work will be according to Indian Standards code of practice for installation and maintenance of power cable and including 33 kv rating (I.S no. 1255.1983). This standard gives recommendations and broad guidelines for selection, transportation, Laying, jointing, termination, testing commissioning, maintenance and fault localization of power cables up to and including 33 kV ratings.

The scope of work covered in this tender shall be specifications, drawings, instructions, orders issued to the contractor from time to time during the work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work.

The service provider shall be fulfilling the following requirement as per the tender assigned –

• **GENERAL ELECTRICAL REQUIREMENTS**

The Contractor shall supply and install at his expense all secondary materials and special fittings found necessary to overcome the interference and to apply the modifications on the route of cables and conduits that are found necessary during the work to the complete satisfaction or the Engineer.

• **DRILLING & CUTTING**

• **TEST AND ADJUSTING**

• **Examination of the work**

3.2 Service Provider's obligations:

i. Point wise details (here about the obligations of the Service Provider).

1) Service Provider shall work in the site area only. They shall ensure that the allotted area and other facilities of the user/ Buyer are not misused in any manner by their staff/representatives. The Staff provided by the service provider should ensure that the working of the staff should be in discipline and follow the work ethics.

2) The service provider should be ensuring the safety of the workers.

3) The service provider should ensure the safety of the machinery during the installation of the cables

4) The service provider should be providing an expert individual/ team to coordinate with the buyer to update about day to day work or target to be achieved during the day, month.

5) The team or expert provided for the project should be having good years of experience in handling of the project and planning for the defined target to be achieved.

- The service provider shall be responsible for removal of all over-ground and underground structures (permanent, semi-permanent and temporary) and constructions from the site. The cost to be incurred in this regard shall be deemed to be included in the quoted rate of Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in this regard. The contractor, if required, shall demolish old structures on the proposed site, properly.
- The useful or precious material obtained from demolition of structures & services shall be the property of the Buyer and will be stored at the place specified by the Engineer- in-charge.
- The Contractor shall be responsible to co-ordinate with service provider/concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site un-encumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.
- For shifting of drains, diversion of roads the service provider has to work for site clearance, enabling work, barricading at his own cost as per the direction of Engineer- Incharge and will be not entitled for any extra payment.
- The affected drain, road, underground pipes, telecommunication cables, OFC Cables or any other public property due to functioning of the project will be restored back by the service provider at his own cost.

3.3 Buyer's obligations:

About the obligations of the Buyer / Consignee

- The buyer will ensure the approach to the site via private land and clear the local mass problems if any. If any civil work is required for approach of machinery construction or clearance of approach road, the buyer will get it done.
- Buyer shall also nominate a site engineer from its organization to coordinate with Service Provider to set up the facility.

III. Buyer shall nominate store officer (department/unit/cell wise) who will hand over the material to be the authorized person of the Service Provider and also take back the same.

- The Buyer Department shall provide E-Way bill if needed to the Service Provider.

V. The Buyer Department should log complaint and inform the Service Provider as soon as they find any mal functioning or problem in services provided.

VI. Buyer shall nominate officer (department/unit/cell wise) to receive and verify the quality of Cable service. Such officers may be authorized to verify Service Provider's invoices / bills /claims and to issue receipts certificate (CRC) to enable the payment to the Service Provider.

VII. Buyer shall nominate officer (department/unit/cell wise) to verify the violation of any conditions of the service level agreement (SLA) and impose penalty/deduction if any from the Service Provider's claims.

VIII. Buyer will provide the suitable excavation and civil work.

IX. Buyer will provide suitable supports above or below the ground for erection of pipes.

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."

4. SPECIAL TERMS AND CONDITIONS

i. Point wise details of Special Terms and Conditions here.

ii. The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer.

iii. Service Provider acknowledges that buyer's business data and other buyer's proprietary information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Buyer depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage buyer and by that reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall

use such information only for the purpose of performing the said services.

iv. Service Provider shall, upon termination of this agreement for any reason, or upon demand by buyer, whichever is earliest, return any and all material and information provided to Service Provider by buyer, including any copies or reproductions, both hardcopy and electronic.

v. Ownership and retention of Material: Buyer shall own the material, prepared by or for the Service Provider arising out of or in connection with this contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by buyer, the Service Provider shall deliver to buyer all material and documents produced by or from or for the Service Provider in the course of performing the Services, unless otherwise directed in writing by buyer at no additional cost. The Service Provider shall not, without the prior written consent of buyer store, copy, distribute or retain any such material or Documents.

For example Please try to cover following aspects:

- Ownership of said product/equipment
- Inspection requirement if any
- Changes: if any changes are to be allowed in scope etc. - with whose approval.
- Transportation and installation:
- Service and maintenance.
- Insurance requirements
- Payment terms – if mile stone based than define relevant milestones.
- Billing frequency etc.
- Taxes related provisions.
- Statutory compliances required and their responsibility distribution.
- Termination of contract – before normal validity – by whom after how much notice etc..
- Proprietary rights indemnity – if required.
- OTHER APPLICABLE LAWS: Any provisions required to be included in a contract of this type by any applicable and valid Central, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

5. Calculation formula for the service :

$$\text{Total cost} = \text{\$price_per_metre} * \text{\$quantity}$$

$$\text{\$price_per_metre} - \text{Price per Metre (Including Price of Cable and Laying Charge)}$$

$$\text{\$quantity} - \text{Quantity}$$

6. SERVICE LEVEL AGREEMENT/ SLA:

In case of non compliance of Service obligation, penalty per default will be imposed as per SLA and in case of ...three.. Consecutive defaults against same events, the contract will is be liable to be cancelled. However non delivery of product in time, not maintaining uptime, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

S.No.	Description	Penalty
	If the Service Provider fails to technically support to diagnose the reason of failure within the	a sum equivalent to 0.5 percent of the delivered Contract value

1	stipulated period(s) of 48 hours for the individual (faulty) device from logging of the complaint in for 48 hours or part thereof of which no spare/part delay replacement/repair is required	
2	If the Service Provider fails to rectify any defect due to non-availability of spares/parts within the stipulated period(s) of 72 hours (15 days in case of parts which require import) from logging of the complaint	a sum equivalent to 1 percent of the delivered Contract value for the individual (faulty) device specified time or part thereof of delay
3.	In case, the Service Provider fails to provide spare repair/replacement within the specified maximum time of 15 days	Buyer would be free to get the part repaired/replaced from any third party and payment will be done by the Service Provider apart from the applied Penalty
4.	Cumulative Penalty	Cumulative Penalty cannot exceed more than 10% of the total contract value for individual (faulty) device.

ईपीबीजी विवरण | ePBG Detail

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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.