

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687731689657

अनुबंध तिथि | Contract Generated Date : 12-Mar-2024

संगठन विवरण Organisation Details प्ररूप Type : State Government मंत्रालय Ministry : - विभाग Department : Medical Education Department Uttar Pradesh संगठन का नाम Organisation Name : Directorate of Medical Education and Training कार्यालय क्षेत्र Office Zone : Director General Medical Education	खरीदार विवरण Buyer Details पद Designation : BUYER संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer53.dmet.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : AUTONOMOUS STATE MEDICAL COLLEGE KAUSHAMBI, KAUSHAMBI, UTTAR PRADESH-212207, India
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वित्तीय स्वीकृति विवरण Financial Approval Detail आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : Principal वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Principal	भुगतान प्राधिकरण विवरण Paying Authority Details Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : PAO ईमेल आईडी Email ID : pao27.dmet.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: AUTONOMOUS STATE MEDICAL COLLEGE KAUSHAMBI, Kaushambi, UTTAR PRADESH-212207, India
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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 : con51.dmet.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : AUTONOMOUS STATE MEDICAL COLLEGE KAUSHAMBI, KAUSHAMBI, UTTAR PRADESH-212207, India	AMC / CMC of Fire Detection, Fire Alarm, Fire Hydrant and Sprinkler System

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	Y89G210003189682
कंपनी का नाम Company Name :	M/S FINE ENTERPRISES
संपर्क नंबर Contact No. :	08938805549
ईमेल आईडी Email ID :	anu.joy2008@gmail.com
पता Address :	89/217,deputy ka padao,tukunia purwa,deputy ka padao, Kanpur Nagar, UTTAR PRADESH-208003, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-UP-43-0016270
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Female
जीएसटीआईएन GSTIN:	09AKEPA3406E1ZS

*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): 19-Mar-2024 सेवा समाप्ति तिथि | Service End Date : 18-Mar-2025

श्रेणी नाम | Category Name : AMC / CMC of Fire Detection, Fire Alarm, Fire Hydrant and Sprinkler System

बिलिंग चक्र Billing Cycle: weekly		
विवरण Description	Number of Months of the Contract Period	AMC Charges Per Month (inclusive of GST)
Type of Building	12	39427
Type of System		
Equipments		
Type of Contract		
Cost for Consumables/ Materials		
Age of System / Equipments		

कुल राशि (सूत्र) | Total Amount (Formula) :
(AMC Charges Per Month (inclusive of GST)*Number of Months of the Contract Period)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR) 473124

कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	473124.00
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	473124
एसएलए विवरण SLA Details	
<p>SERVICE STC</p> <p>SPECIAL TERMS AND CONDITIONS</p> <p>FOR ANNUAL / COMPREHENSIVE MAINTENANCE SERVICES FOR FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM</p> <p>1. PREAMBLE:</p> <p>2. All ANNUAL / COMPREHENSIVE Maintenance Contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>1. General terms and conditions for Goods and Services.</p> <p>2. Service Specific STC of AMC / CMC Services – as defined in Service Catalogue which includes SLA for the Service for a product.</p> <p>3. BID / Reverse Auction specific ATC (if applicable)</p> <p>1. The above terms and conditions are in reverse order of precedence i.e. Bid / RA Specific ATC shall supersede the Service Specific STC and GTC and Service Specific STC shall supersede over the GTC, only in case of any conflicting provisions.</p> <p>2. The above set of conditions along with Scope of service including price as enumerated in the Contract Document shall be construed to be part of the contract.</p> <p>3. Agreement Overview</p> <p>This Agreement represents the Special Terms and Condition (STC) and includes the specific Service Level Agreement (SLA) between the Buyer and the ANNUAL / COMPREHENSIVE Maintenance Service Provider. This Agreement outlines the Scope of Work, Stakeholder's Obligation and 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.</p> <p>The goals of this Agreement are to:</p> <p>1. Provide clear reference to service ownership, accountability, roles and/or responsibilities.</p> <p>2. Present a clear, concise and measurable description of service provision to the customer.</p> <p>3. Depict Terms and Conditions of the service for all the involved stakeholders.</p> <p>To ensure that all stakeholders understand the consequences in case of termination of services due to any of the stated reasons, violations of service level agreement</p> <p>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> <p>4. Stakeholders</p> <p>Following are the stakeholders associated with this agreement:</p> <p>1. Buyer / Consignee-</p> <p>2. Service Provider or ANNUAL / COMPREHENSIVE Maintenance Contract Service Provider</p> <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 documents.</p> <p>5. Scope of the services</p> <p>The maintenance involved shall be as per the packages specified. The scope of ANNUAL / COMPREHENSIVE Maintenance (AMC / CMC) Service covers upkeep and smooth working of the equipment within the premises of user department as per laid down SLA and any other provisions contained in the contract. The AMC / CMC services shall consist/ inclusive of the following:</p> <p>1. Round the clock maintenance of Fire Detection and Fire Alarm System, Hydrant and Sprinkler System and equipment as described in the scope of the work such as job includes servicing of equipment/systems, testing of firefighting pumps sets etc.</p> <p>2. Following is the list of the equipment required to be operated and maintained by Service Provider for their smooth working and performance. In order to ensure 100% serviceability for efficient working of the equipment under contract the scope of work will include the following:</p> <p>• List of Equipment's</p> <p>Fire Detection and Fire Alarm System</p> <p>1. The scope covers periodic maintenance once in fortnight of complete Fire Alarm Systems which includes Fire Alarm Panels, Hooters, Smoke Sensors, Heat Sensors, Gas Sensors, and all other Sensors Call Systems, Auto-diallers, Hooters, Alarm Panels and Complete Wiring, and replace and rectify the damaged / defective products and any other work to maintain the serviceability of the and submit report accordingly.</p> <p>Fire Hydrant and Sprinkler System</p> <p>1. The scope covers periodic maintenance once in fortnight of complete Fire Alarm Systems which includes Fire Alarm Panels, Hooters, Smoke Sensors, Heat Sensors, Gas Sensors, and all other Sensors Call Systems, Auto-diallers, Hooters, Alarm Panels and Complete Wiring, and replace and rectify the damaged / defective parts. Checking of electrical terminals, contact points of the starters/contractors, and relays installed in various control panels.</p> <p>2. Each Pump should be tested for at least 60 seconds every visit. Discharge of water should be from Hydrant or through a test line. Unnecessary sound and vibration should be noted and corrected.</p> <p>3. Pump automation should be checked.</p> <p>4. Greasing of pumps and motors to be carried out as per manufacturers recommendation or whenever necessary.</p> <p>5. Hydrant externally and terrace shall be tested with hose and branch pipe. The jet shall be operated for at least 2 minutes. Hose shall be dried before rolling.</p> <p>6. First Aid Hose Reels shall be tested by swinging it on its support and partly opening the hose and discharge of water for 60 seconds. Each Hose shall be tested. There shall be no leakage from MS piping or from clips holding rubber or even from rubber pipe. Hose pipe shall be rolled back uniformly, line by line.</p> <p>7. First Aid Hose Reel shall be extended to full length and water discharged for 120 seconds. The pipe shall be rolled back uniformly, line by line.</p>	

8. Internal Hose Cabinet shutters (including glass) shall be cleaned every visit. Dust and dirt within cabinet shall be removed in every visit. Any line rupture affecting hydrants should be repaired within 12 hours. Other repairs should be carried out within 24 hours. In case of any delay in carrying out of such works, a fine of Rs.500 per day shall be imposed.
9. Replacing of gland packing/seals in various pumps and valves on as and when required to ensure that there is no leakage.
10. All sprinklers system piping and others should be checked and rectified to ensure adequate pressure as desired.
11. All leaked / damaged sprinklers should be replaced as and when found damaged.

6. Buyer Obligations

1. Buyer should provide the details such as model numbers of equipment's/ system etc for information to the prospective service provider at the time of bidding. The details shall include all the including its integral/ essential part and accessories of the System to be covered under the scope of the contract while bidding for the services. Further on entering the contract may provide spare parts list, cat part ID etc as available with them to the service provider for effective service rendering. Service provider shall also have knowledge regarding spare parts and part list numbers etc for the equipment's for which they are offering the services.
2. Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.
3. Buyer Department shall ensure that the Service Provider or its authorized personnel gets the required access to location/areas/rooms for providing the services as per contract.
4. Buyer should also indicate details of any previous break downs and repairs made on the equipment at start of the AMC / CMC services to the successful service provider.
5. 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"

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. Service Provider Obligations

1. The Service provider is required to visit the site before quoting for the AMC/CMC and must inspect the complete system installed in the premises and note down the products/equipments which need to be repaired/rectified/replaced beforehand.
2. Service provider should maintain register indicating details of equipment/Equipment's being maintained and details of rooms/place where they are placed. In case any equipment's shifted during tenure of the contract with in same location the change details are also to be kept on record/registers. Such shifting within the same location shall be done under supervision of the AMC / CMC service provider and buyer department should ensure that information is given to service provider and they are also associated. However cost of such shifting shall not be responsibility of service provider
3. Service Provider should depute trained and technically competent service engineer / engineers at users' premises to ensure proper upkeep of equipment and quick resolution of fault during the AMC / CMC period.
4. Service provider should have facility to enable user department to register complaints through call centre or through website or email. In case of several equipment's involved service provider can also consider maintaining a help desk in premises of consignee. Proper record of the complaints should be maintained by the AMC / CMC call centre/office/Support Engineer /help desk at each consignee location / user premises.
5. Service Provider should ensure availability of suitable instruments / tools for their service engineer to examine and repair the equipment. Any cleaning solution or chemical required also to be made available to service engineer
6. Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.
7. The Service Provider must fulfil the requirement of number of maintenance services.
8. Service provider shall maintain the confidentiality of any information related to the equipment's under AMC / CMC. Service provider will be required to take appropriate actions in respect of personnel engaged to ensure the obligations of non-use and non-disclosure of confidential information.
9. Service provider shall ensure strict compliance of scope of services as per package offered by them and specified in the order/
10. Replacement of filters, membranes and other parts shall be under responsibility of service provider as specified in relevant package. The replacements are to be affected as per requirements specified in OEM Manual.

8. Special Terms and Conditions

1. Service provider shall have experience in repair and maintenance services
2. FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM is to be checked for ensuring output water TDS level within permissible limits as per specification the equipment during monthly preventive maintenance visits.
3. The comprehensive maintenance includes preventive maintenance on monthly basis and regular services of the various equipment's and/or replacement of any items necessary for keeping the purifier in active working condition and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
4. The user Departments shall provide details of Equipment Quantity, Location, Invoice Date/ vintage, Brief Problems of Machine (if any), to enable the service provider to prepare the maintenance work.
5. Service Provider, as per need and requirement of the contract fulfilment, shall ensure appropriate deployment of the manpower.
6. Repair should be conducted as per standard accepted guidelines for the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM repair and as per OEM manual. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of same make and functional capability as originally available in the PURIFIER. All types of spares, consumables and accessories shall be available with the service provider for equipment's covered under the contract. An undertaking is required to be submitted to this effect at start of AMC / CMC services.
7. The new parts when to be fitted is to be verified before fitting to equipment's. The removed part is to be handed over to user department. In case service provider notice any part is missing same to be brought to notice of buyer department or otherwise responsibility shall be of service provider. Service provider shall ensure that only original parts of same make/brand are used for replacement
8. Escalation matrix and name of persons coordinating AMC / CMC jobs to be submitted to buyer after AMC / CMC is awarded. Service provider shall make sure that equipment under AMC / CMC are in working conditions in users' premises. The service provider shall provide service support as and when required during the AMC / CMC period without any extra cost
9. Immediately on award of the service contract, the service provider would give a report regarding taking over of the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM. It shall be the responsibility of the service provider to make the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM work satisfactorily throughout the contract period, also to hand over the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM to the department in working condition on expiry of the contract. In case any damage in the same is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.

10. All the consumable articles / parts such as material required for cleaning repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The spares and accessories shall be of standard quality. The spares and accessories shall be compatible with purifier and according to specification provided by the manufacturer and with best quality
11. 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
12. The comprehensive maintenance/ ANNUAL / COMPREHENSIVE maintenance shall be carried out primarily at the premises as specified in the service order, during office hours. 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 to get it repaired promptly. While taking out the equipment Gate pass to be obtained from the Buyer/nodal officer.
13. After carrying out repair when required certificate regarding equipment working should be obtained from concerned user department representative
14. In case the Service Provider fails in adhering to the maintenance requirements, and Buyer made alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements
15. A preventive periodic maintenance report shall be submitted by the service provider to the buyer organization nodal officer
16. Service provider to give guarantee for the replaced part as per OEM warranty or at least 6 months if not covered in OEM warranty .Service provider is to ensure that only original part of same model/brand are used for replacement .In case of replacement of parts are not covered as per the package applicable service provider shall ensure that rates charged are not more than OEM rates.
17. **Response Time** Ordinarily a complaint must be attended within 24 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 72 hours of lodging. In case the system is not repaired, or an alternative system not supplied within the period of 72 hours from the time of failure reported, then the buyer may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.
18. **System Uptime:** Service provider shall ensure that equipment is maintained and in case of any reported fault shall be repaired without any delay. The total uptime of the equipment should be 95% of the period covered in the AMC / CMC.
19. AMC / CMC Service provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the buyer department. In case of any misconduct penalties as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.
20. The service provider shall provide proper identification cards for the resources and uniform etc so that the only authorized service persons are attending to the servicing and repair work. The details of resources who shall be used for carrying out work should be informed in advance to maximum extent possible
21. In case resources employed by service provider resort to any theft the cost of the article shall be recoverable from the service provider in addition to any other criminal action against the resource
22. The parties agree and acknowledge that the terms of agreement are on principal-to-principal basis and nothing in this agreement shall be construed to confer the service providers nor its resources/ employees as the employees of the Buyer. The resources used by service provider to carry out maintenance shall be on rolls of service provider and shall have no claim whatsoever for any benefits from the buyer department. Service provider shall be responsible for complying with any applicable minimum wages and other statutory compliances

9. Payment Terms

1. The payment will be made to AMC / CMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.
2. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC / CMC rates during the entire period of AMC / CMC; no difference shall be paid or claimed as a result of the above.

10. Breach of Contract and Termination

1. The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons by either party:
2. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer by providing reasonable notice period as per the term of the contract or minimum of 30days. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
3. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so. The Service Provider shall have the right to terminate the contract without any liability to the Buyer if the Buyer fails to make payments to the Service Provider as per the payment scheduled agreed in the Contract.
4. Breach of SLAs: The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of non-compliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud etc will be considered as a major default and the contract will be cancelled immediately without giving any further notice
5. Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 72 Hrs
6. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other local service provider / local technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount.
7. Penalty will be imposed in case of failure to meet the SPECIFIED Uptime
8. The cumulative penalty cannot exceed 10% of the contract value for that period. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

11. Penalties

Sl. No	Service Level Agreement	Base Line Performance	First default	Second default	Third default and subsequent defaults
1	Delay in starting the AMC / CMC Services	AMC / CMC services to start within maximum 2 weeks	Termination of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit / per maintenance arising on call	Warning to be given	Rs 250	Rs 500

3	Delay in carrying out Preventive maintenance as per schedule	To be carried out as per intervals applicable	0.5 % of billed amount for everyday delay		
4	Delay in carrying out repairs where no spare part change is involved	24 hours of reporting	1 % of billing amount for the quarter for every one-day delay	2% of billing amount for quarter for every one-day delay	3% of billing amount per quarter for every one-day delay
5	Delay in carrying out repair in where change of spare part is involved	should be resolved within 72 hours of lodging	2 % of billing amount for the quarter for every one-day delay	3 % of billing amount for quarter for every one-day delay	5 % of billing amount per quarter for every one-day delay
6	Non provision of proper identity card to resources employed by service provider or non-display of identity card	Should be provided	Rs 500	RRs 750	Rs 1000 for 3rd and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with or employees of buyer organisation or other employees of service provider	No such occasion should happen	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization
8	Substandard parts /Non-OEM parts are used while undertaking replacement	No such occasion should happen	Immediate replacement with genuine and quality parts with penalty of Rs 1000	Immediate replacement with genuine and quality parts with penalty of Rs 2500	Cancellation of the contract

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.

