

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687724298656

अनुबंध तिथि | Contract Generated Date : 13-Mar-2024

संगठन विवरण Organisation Details प्ररूप Type : State Government मंत्रालय Ministry : - विभाग Department : Yuva Kalyan (Youth Welfare) and Prantiya Rakshak Dal/Vikas Dal संगठन का नाम Organisation Name : N/A कार्यालय क्षेत्र Office Zone: Lucknow		खरीदार विवरण Buyer Details पद Designation : Kshetriya Yuva Kalyan and PVD Adhikari संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : sayw-prd.ag@up.gov.in जीएसटीआईएन GSTIN : - पता Address : Office of The District Youth Welfare and PVD Officer, Vikas Bhawan, Agra, AGRA, UTTAR PRADESH-282002, India								
वित्तीय स्वीकृति विवरण Financial Approval Detail आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: DO वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: DO		भुगतान प्राधिकरण विवरण Paying Authority Details Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : District Youth Welfare and PVD Officer ईमेल आईडी Email ID : premshankar.5049@gov.in जीएसटीआईएन GSTIN : - पता Address: Office of The District Youth Welfare and PVD Officer, Vikas Bhawan, Agra, AGRA, UTTAR PRADESH-282002, India								
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सेवा प्रदाता विवरण Service Provider Details जेम विक्रेता आईडी GeM Seller ID : DGYD210002212377 कंपनी का नाम Company Name : AMERICAN FITNESS AND SPORTS संपर्क नंबर Contact No. : 08585943150 ईमेल आईडी Email ID : ufitrituraj@gmail.com पता Address : UG 1,DEVIKA TOWER,CHANDER NAGAR,CHANDER NAGAR, Ghaziabad, UTTAR PRADESH-201011, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UP-29-0043237 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 09MLUPS8176C1ZZ										
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Buyer										
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बिलिंग चक्र Billing Cycle: weekly <table border="1"> <thead> <tr> <th>विवरण Description</th> <th>Total Sq feet for tentage</th> <th>Price per tent per Sq. Feet per day</th> </tr> </thead> <tbody> <tr> <td>Tents & Canopies</td> <td rowspan="2">2,392</td> <td rowspan="2">4</td> </tr> <tr> <td>Number of Service Days Required during contract Duration</td> </tr> </tbody> </table>				विवरण Description	Total Sq feet for tentage	Price per tent per Sq. Feet per day	Tents & Canopies	2,392	4	Number of Service Days Required during contract Duration
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कुल राशि (सूत्र) Total Amount (Formula) : (Price per tent per Sq. Feet per day*Total Sq feet for tentage*Number of Service Days Required during contract Duration)										
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		143520								
कुल ऐडऑन मूल्य Total Addon Value(INR)		0								
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		143520.00								
अनुबंध की राशि Amount of Contract										

एसएलए विवरण | SLA Details

SERVICE STC

SPECIAL TERMS AND CONDITIONS FOR

TENTAGE SERVICE

1. Preamble

- A. All Tentage Service contracts placed through GeM shall be governed by following set of Terms and Conditions:
- General terms and conditions for Goods and Services;
 - Service STC contained in this document;
 - BID / Reverse Auction specific ATC
- B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes supersedes Service STC which supersede 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:

- Tentage Service Provider
- Buyer

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 STC.

3. Service Agreement

- Service Scope** The scope for selecting a Tentage Service Provider to provide or facilitate tent needs for special events & programs contracted by Buyer (as per Buyer's requirement) in selected locations or geographical locations across the country.
Select a Tentage Service Provider to achieve the following:
 - Successful completion of assigned tasks related to Tentage Service as per the agreed terms and condition(s);
 - Timeliness & scheduling product delivery and services thereby meeting the need of events;
 - Quality products & services.
 - Selected Service Provider will coordinate with the Buyer to provide the requisite size of tents, colour of carpet and mats, the exact requirement of the intended item etc. as covered in the service parameter.

4. Buyer's Obligations

- Buyer shall inform the selected Service Provider well in advance regarding the venue & date of events for which tenting service would be required.
- Buyer shall allow the Service Provider to visit the venue and provide requisite gate pass or any other formalities in case he desired so.
- The buyer should provide the necessary land and other facilities like electricity (in case generator has not been demanded), water, any further logistics desired and mutually acceptable to Buyer and Service Provider, etc for the successful delivery of service.
- The buyer shall not be responsible for the loss and damage of the products delivered while the usage of those items/material during the event.
- 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."

5. Service Provider's Obligations

- The Service Provider shall not transfer or assign or sublet any part of the service once agreed directly or indirectly to any person, firm or corporation whatsoever.
- The Service Provider should cater to the requirements of Tentage Service meeting the specifications for the successful delivery of the said service to the Buyer at the desired location.
- The Service Provider must be able to deliver and construct/install complete tentage prior to the scheduled events at the selected locations.
- The Service Provider must dismantle and remove all Tentage after the event is over within a period of 5 days at his own cost.
- All the tents and other materials provided to the buyer should be properly cleaned, maintained and in working condition.
- The Service Provider is held responsible for any damages incurred to the buyer's property caused due to wrong installation practices.
- Service Provider should have the valid electrical license issued by the Electricity Authority of concerned States/UTs for the safety of human lives. However, the service providers may be allowed to get the electrical work carried out through a licensed Electrical Contractor registered with the Electricity Authority of States/UTs. However, at the time of the bidding services provider will have to upload a copy of valid contractual agreement between the service provider and registered electrical contractor.
- The Service provider should safeguard the Government property and in case of damage/loss, the same shall be recoverable from the service provider in any form as decided by Buyer. The service provider shall keep a watch and ward on the articles /equipment supplied by them at their own cost and in case of any loss / damage caused by natural or unnatural incidences, the buyer shall not be responsible for the same. Besides, the buyer department shall not be responsible for any casualty to the Labour/staff of the contract working at the function/event locations. The Service provider shall make his/her/their own arrangements for the insurance of the articles/equipment / human life & health etc. at his/her/their own cost and the buyer shall not bear any liability, in case of any natural or un-natural incident/accident.
- The Tentage Service provider shall be solely responsible for using the electric items/wire as per the safety norms of electrical division of the Labour Department/ concerned department and the Tentage items as per the norms fixed by the Fire Department. The service provider who erects the tents shall have to obtain certificate from the Fire Department and the Electricity Authority of concerned States/UTs for the safety of human lives.
- In accordance with the guidelines of the concerned State Fire Service Department, the service provider have to install/place adequate fire fighting equipment at the camp locations and a certificate in this regard shall have to be furnished to the buyer after obtaining the same from the area fire officer one day before the occupancy.
- The Service provider has to make provisions for the emergency exit for camp- inmates to use the same in case of any eventuality in accordance with the instructions/directions of concerned state police and other civic agencies.
- It shall be the responsibility of the service provider food, water and lodging arrangement for his labor working at the camp locations at his own cost.
- If the material/services supplied are found to be sub-standard, the service provider shall be bound to replace the same with the standard material at his own cost, risk, and responsibility. The necessary penalty will be imposed.
- Services Provider should confirm that DG set to meet the requirements of Environmental (Protection) rules 1986 as laid down by Ministry of Environment and Forest read with GSR

371(E) dated 17.05.2002, GSR 520(E) dated 01.07.2003, GSR 448(E) dated 12.07.2004, GSR 771(E) dated 11.12.2013 & GSR 232 (E) dated 31.03.2014 in respect of emission norms for engine & noise norms for DG Sets. The latest amendments to above GSRs shall be applicable as and when amended by the Ministry of Environment and Forest.

6. Special Terms and Conditions

- I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Service Provider shall be responsible for planning and execution of the services as expected to meet the tenting requirements.
- II. The timeliness & scheduling for each delivery or completion of service shall be strictly adhered to and shall be deemed to be the essence of the contract. For reasons other than those beyond Service Provider's control and is not as per specification agreed to or if the time schedule is not adhered to and the said service is delayed during delivery inter alia, the Buyer shall have all the rights and power to exercise relevant clause of GTC regarding Termination on account of Default.

7. Payment Schedule

- I. The Payment Procedure shall be governed by the standard clause of payment as specified in the General Terms and Conditions.
- II. Service Provider shall raise the invoice as per the arrangement in the contract (monthly/ quarterly) towards the Services rendered in the previous month to the Buyer.
- III. Payment shall be effected by credit into the bank account of the Service Provider within 10 days of receiving the invoice, complete in all respects. The Service Provider shall provide the correct bank account number and other details of the bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject to dispute, within 10 days after receipt of a valid invoice that complies in all material respect . in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions, etc.

8. Penalties and Termination

The maximum cumulative penalty on all the occasions put together shall not exceed 10% of the contract value and exceeding the limit is liable for termination of the contract.

S No.	Description	Penalty (in %age of contract value)
1.	Delay in deliverables (minimum 24hr before the event)	Forfeiture of PBG and administrative action as per GeM Incident Management Policy.
2.	Short fall in deliverables	2% and payment for the shortfall in quantity will also be deducted.
3.	The material/services supplied is found to be sub-standard	2% and the service provider shall also be bound to replace the substandard material with the standard material.
4.	In case of subcontracting or outsourcing of the contract, in part or whole.	Termination of contract

*****End of Document*****

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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.