

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687712094506

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4662466](#)

<b>संगठन विवरण   Organisation Details</b> प्ररूप   Type : State Government मंत्रालय   Ministry : - विभाग   Department : Engineering Department Chandigarh संगठन का नाम   Organisation Name : N/A कार्यालय क्षेत्र   Office Zone: Project PH Division8		<b>खरीदार विवरण   Buyer Details</b> पद   Designation : JUNIOR ENGINEER संपर्क नंबर   Contact No. : 0172-2740294- ईमेल आईडी   Email ID : buycon3.pphd.ch@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Additional Deluxe Building, CHANDIGARH, CHANDIGARH-160009, India	
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Executive Engineer वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Executive Engineer		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : SUB DIVISIONAL ENGINEER ईमेल आईडी   Email ID : buycon1.pphd.ch@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address: Additional Deluxe Building, CHANDIGARH, CHANDIGARH-160009, India	
<b>प्रेषिती विवरण   Consignee Details</b>			
क्र.सं.   S.No	प्रेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description	
1	संपर्क   Contact : 0172-2740294- ईमेल आईडी   Email ID : buycon3.pphd.ch@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Additional Deluxe Building, CHANDIGARH, CHANDIGARH-160009, India	Custom Bid for Services - Operationrunning and maintenance of Public Health Service Plumber Helper Sewerman Operator of various NonResidential Building in Model Jail Sector 51 Chandigarh	
<b>सेवा प्रदाता विवरण   Service Provider Details</b> जेम विक्रेता आईडी   GeM Seller ID : T3VF220006492035 कंपनी का नाम   Company Name : UMP SECURITY & FACILITY PRIVATE LIMITED संपर्क नंबर   Contact No. : 09988820070 ईमेल आईडी   Email ID : groupump1@gmail.com पता   Address : 01st Floor, Cabin No.01,Shop No.39A, New Grain Market,Ladwa Road,,Shahbad Markanda, Kurukshetra, HARYANA-136135, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-HR-11-0010553 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 06AACCU4899A1Z9			
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee			
<b>सेवा विवरण   Service Details</b>			
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 20-Mar-2024		सेवा समाप्ति तिथि   Service End Date : 19-Jul-2024	
श्रेणी नाम   Category Name : Custom Bid for Services			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
विवरण   Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Operationrunning and maintenance of Public Health Service Plumber Helper Sewerman Operator of various NonResidential Building in Model Jail Sector 51 Chandigarh	1	1396408
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		
कुल राशि (सूत्र)   Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		1396408	
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		1396408	

## अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य | Total Contract Value Including All Duties and Taxes(INR)

1396408

### एसएलए विवरण | SLA Details

**Preface :** Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

**Guiding Principle :** The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

**Intended Objectives And Goals of SLA :** The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. 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
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement 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. The agreement can also be revised/ modified on mutual consent of the stakeholders.

#### Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /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 SLA document.

#### ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .
- 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"

**Important Note :** Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

#### 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."

#### अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work : [click here](#)
2. Payment Terms : [click here](#)
3. GEM Availability Report ( GAR) : [click here](#)
4. Service Level Agreement (SLA) : [click here](#)

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

1. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
2. Compliance Documents In Respect Of Sow Etc : [click here](#)
3. Certificate (Requested in ATC) : [click here](#)

4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :[click here](#)
5. Compliance Documents In Respect Of Specification And Standard Of Services :[click here](#)
6. Compliance Document In Respect Of Approach & Methodology : [click here](#)
7. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)
8. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :[click here](#)
9. Compliance Document In Respect Of Certification Of Resources . : [click here](#)
10. Any Other Documents As Per Bid (i) : [click here](#)
11. Any Other Documents As Per Bid (ii) : [click here](#)
12. Any Other Documents As Per Bid (iii) : [click here](#)

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

### 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

#### 2. Buyer Added Bid Specific Terms and Conditions-

##### 2.1 Generic

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

##### 2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### Conditions: -

1. Present staff will be shuffled where and when required, as per site requirement, and in case of any emergency.
2. EPF, ESI or any other charges shall be paid only on production of original documentary proof regarding having paid to concerted authority only. The original copies of document will be part of the office record and will not be returned to the agency; however the agency can obtain the attested copies of these documents from the EIC/SDE In charge for their record.
3. The payment of the labour will be made by NEFT/Cheque/Demand Draft in the presence of Sub Divisional Engineer/JE concern of the department or any other officer deputed by EIC.
4. Payment shall be made to the labour as per prevailing DC rates at the time of service up to 7th every month without any failure.
5. If due to any administrative reason the bill submitted by agency is not cleared the agency should be capable of paying the monthly wages to the engaged staff for at least a period of 3 months. In case the agency fails to pay the wages to the worker as per terms & conditions suitable action as per codes shall be taken against the agency.
6. The staff, which is being deputed by the concerned Department, through Contractor, or otherwise, shall daily report to the concerned authority, who shall maintain a list of such staff, and shall also report every week, as to whether, the officials concerned have been punctually performing their duties or not according to their specific working hours.
7. The Difference of DC Rate during tender and applicable DC Rate during the month of bill will be paid extra to agency on payment to the staff.
8. GST/ Taxes as applicable to the Chandigarh Administration will be deducted from the bill.
9. Ministry of Finance letter no. 29 (1) 2014 Depth of Expenditure PP Division North Block New Delhi dated 28.01.2014 will be part of the agreement.
- 10 The agency shall maintain attendance register & complaint register.
11. Substitute staff be deployed in case of worker goes on leave.
12. The agency will be fully responsible for labour law and the safety of the deployed staff against the work.
13. A) Should have satisfactorily completed the works as mentioned below during the last seven years ending last day of the month previous to the submission of tender. Joint ventures are not accepted.

Three similar works each costing not less than (40% of Tender amount)

or

Two similar works each costing not less than (60% of Tender amount)

or

One similar work costing not less than (80% of Tender amount)

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of receipt of tender.

B) Average Annual financial turnover on public health works should be at least 30% of the estimated cost put to tender during the immediate last three consecutive financial years ending 31st March, 2023. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum (scan and upload copy of the certificate from CA with Unique Document identification number (UDIN) to be uploaded). Year in which no turnover is shown would also be considered for working out the average. The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available the last five consecutive financial year, balance sheets of financial years ending 31st March 2023 i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 duly certified and audited by Chartered Accountant. The balance sheet

t in case of private/Public limited company means its standalone financial statement and consolidated financial statement both.

C) Bidders are required to submit TDS certificate in Form 16-A in case of similar works are executed for a private body, which shall form basis for establishing the completion cost of similar work executed by the bidder.

D) The bidder should furnish the Affidavit: - (Mandatory/Compulsory Notary attested)

a) That I/we hereby declare that I/we have not been black-listed/ debarred/suspended by any Govt./Semi Govt./ Board/Corporation/ Private firms as on last date of receipt of tender.

b) That I/we undertake to confirm that eligible similar work(s) has/have not been executed through another contractor on back to back basis. Further, it is undertaken that if such a violation comes to the notice of Engineering Department Chandigarh Administration, then I/we shall be debarred from tendering in ENGINEERING DEPARTMENT, CHANDIGARH ADMINISTRATION in future forever. Also, if such a violation comes to the notice of Engineering Department, Chandigarh Administration, the Engineer – in – charge shall be free to forfeit the entire amount of Performance Guarantee deposited by me/us.

c) That the deponent hereby undertakes that he/ she/ director(s)/partners(s) of the proprietor/firm/company/agency have never been convicted of any criminal offence.

d) That I/we also undertake that the particulars given by me are true and correct to the best of my knowledge and belief and nothing has been concealed thereof. I am aware that in case of any discrepancy/ false statement if found, it will lead to rejection of my bid/tender and the Engineering Department will debar/blacklist the proprietorship/firm/company/ agency as per policy of blacklisting issued by Chandigarh Administration vide notification dated 27.02.2009.

Dated:

Signature of the firm/agency

Note: - All the documents shall be duly attested & counter signed by the agencies.

Note:- The Affidavit of date prior to three months from the date of publishing the tender shall not be considered for qualification of Technical Bid.

### 13. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in TRI-CITY i.e., Chandigarh, Panchkula & Mohali. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 14. Generic

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.

### 15. Certificates

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.

### 16. Service & Support

Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free

Telephone No. for Service Support.

### 17. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer along with all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### 18. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Executive Engineer, Project PH. Division No.8, Sector-9 payable at Chandigarh. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.