

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687782023671

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

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Government	पद Designation : Assistant Commissioner Adm
मंत्रालय Ministry : Ministry of Finance	संपर्क नंबर Contact No. : 079-29604050-
विभाग Department : Department of Revenue	ईमेल आईडी Email ID : samarthars.c019101@gov.in
संगठन का नाम Organisation Name : Central Board of Excise and Customs (CBEC)	जीएसटीआईएन GSTIN : -
कार्यालय क्षेत्र Office Zone : Office Of The Principal Commissioner, Central Gst Ahmedabad South	पता Address : 7TH FLOOR, CENTRAL EXCISE BHAVAN NEAR POLYTECHNIC, AMBAWADI AHMEDABAD, AHMEDABAD, GUJARAT-380015, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : Yes	Role: DDO
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Joint Commissioner	भुगतान का तरीका Payment Mode: PFMSOffline
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Joint Commissioner	पद Designation : Assistant Commissioner DDO
	ईमेल आईडी Email ID : sunitakk.g018201@gov.in
	जीएसटीआईएन GSTIN : N
	पता Address: 7TH FLOOR, CENTRAL EXCISE BHAVAN NEAR POLYTECHNIC, AMBAWADI AHMEDABAD, AHMEDABAD CITY, GUJARAT-380015, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 079-26300572- ईमेल आईडी Email ID : chandrakanhs.c019501@gov.in जीएसटीआईएन GSTIN : - पता Address : 7TH FLOOR, CENTRAL EXCISE BHAVAN NEAR POLYTECHNIC, AMBAWADI AHMEDABAD, AHMEDABAD, GUJARAT-380015, India	Laundry Service - Commercial/Residential/Transport/Industrial Purpose

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	Z3DX210003038758
कंपनी का नाम Company Name :	K.S. DRY CLEANERS
संपर्क नंबर Contact No. :	08980974488
ईमेल आईडी Email ID :	kishanvachheta16@gmail.com
पता Address :	157/1/24,Sattar Taluka Society,Ashram Road,Ahmedabad, Ahmedabad, GUJARAT-380014, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-GJ-01-0069828
एमएसई सामाजिक श्रेणी MSE Social Category :	OBC
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	24AYHPV4523E1ZG

*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): 20-Mar-2024
सेवा समाप्ति तिथि Service End Date : 19-Mar-2025
श्रेणी नाम Category Name : Laundry Service - Commercial/Residential/Transport/Industrial Purpose

बिलिंग चक्र Billing Cycle: weekly		
विवरण Description	Weight in Kg per month / Number of Cloths per month	Rate per Kg or Rate per Piece
Type of Space	400	41
Office/Commercial/ Institutions/Residential/Public Transport/Hotels		
Type of Laundry service		
Leasing & Laundry (with Pickup & Drop Service)		
Type of Laundry Solution		
Wet Cleaning		
Cycle		
Weekly		
Frequency		
4		
Unit of Laundry		
Numbers		
Quantity Range		
Not Applicable		
Size of Laundry		
Medium		
Number of months within contract		

period

12

कुल राशि (सूत्र) | Total Amount (Formula) :

(Rate per Kg or Rate per Piece*Weight in Kg per month / Number of Cloths per month*Number of months within contract period)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	196800
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	196800.00
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	196800

एसएलए विवरण | SLA Details

1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Laundry Service provider. The purpose of this agreement is to facilitate implementation of Laundry Service from the buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services 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.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes 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.

2 Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
2. Present a clear, concise and measurable description of services 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 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 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.

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

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 have read and understood the same before signing the document.

4 Scope of Services

This service deals with Laundry Service for providing end to end solutions, which includes the following:

1. Dry cleaning (premium clothing fabrics, additional relevant material,)
2. Wet cleaning (easy/daily-use clothing, Bedsheets, Towels, Pillow Cover etc)
3. Upholstery care (furniture, carpets, curtains, etc).

Buyers of this service will have the option to choose from the following type of Laundry Service Models along with this Buyers can also include addons as per their requirement.

Laundry Service Model

Pick up & Drop Model

In this type of model, the Service Provider will pick dirty linen/cloths and other laundry items from the buyer premises and under the defined time by buyer, service provider will deliver the cleaned linen/cloths and other laundry items to the Buyer premises after washing in his own Premises.

Onsite Model (Laundry with Buyers Machine)	In this type of model, the Service Provider will pick dirty linen/cloths and other laundry items from the buyer and wash the linen/cloths and other laundry items in the Buyer premises with Buyer Machine and handover the cleaned linen/cloths and other laundry items to the Buyer.
Onsite Model (Laundry with Service Provider Machine)	In this type of model, the Service Provider will pick dirty linen/cloths and other laundry items from the buyer and wash the linen/cloths and other laundry items in his own Machine which is installed at Buyer premises and handover the cleaned linen/cloths and other laundry items to the Buyer
Leasing model (Pickup & Drop Laundry Service)	In this type of model, the Service Provider will lend linen/cloths and other laundry items to Buyer and also do the laundry of linen/cloths and other laundry items by picking up dirty clothes from the buyer premises under the defined time by buyer, service provider will deliver the cleaned linen/cloths and other laundry items to the Buyer premises after washing in his own Premises.
Leasing model (Onsite Laundry with Buyers Machine)	In this type of model, the Service Provider will lend linen/cloths and other laundry items to buyer and also do the laundry of linen/cloths and other laundry items by picking up dirty linen/cloths and other laundry items from the buyer and wash the linen/cloths and other laundry items in the Buyer premises with Buyer Machine and handover the cleaned linen/cloths and other laundry items to the Buyer.
Leasing model (Onsite Laundry with Service Provider Machine)	In this type of model, the Service Provider will lend linen/cloths and other laundry items to buyer and also do the laundry of linen/cloths and other laundry items by picking up dirty linen/cloths and other laundry items from the buyer and wash the linen/cloths and other laundry items in his own Machine which is installed at Buyer premises and handover the cleaned cloths to the Buyer

Add ons/Consumables

Ironing	Use of irons according to the fabric to not just take care of the linen/cloths and other laundry items but to make it 100% crease free. Heavy ironing for regular linen/cloths and other laundry items.
Steam Ironing	Steam Ironing is use of electric iron that emits steam from holes in its flat surface, as an aid to ironing articles that are completely dry the linen/cloths and other laundry items
Bleaching	Bleaching is used to make the linen/cloths and other laundry items whiter or lighter in color, as by exposure to sunlight or a chemical agent.
Starching	By starching protection of linen/cloths and other laundry items can be done against embedded stains and give them a glossy finish and a perfect shape. And also to make the linen/cloths and other laundry items look crisp and neater.
Single Packaging	Single Packaging is the packaging in which every linen/cloths and other laundry items is packed individually.
Combined Packaging	Combined Packaging is the packaging in which a bunch of linen/ cloths and other laundry items are packed together.

Buyers will provide the details for date and time of service, Type of Space, Cycle, Frequency, Quantity. Service providers will quote the rate for every type of Laundry Solution for the respective Type of Laundry Service and Type of Space. For addons, additional charges shall apply.

4.1 Service Details and Standards

1. The level of service delivered by the Service Provider shall provide highest professional standard and as per the applicable guidelines laid down by specific sector like for Industrial it is as per the standards of Industry or given by buyer, for Office/Commercial/ Institutions/Residential/Public Transport/ Hotels it must be as per the standards defined by
2. The Service Provider shall process linen/cloths and other laundry items as per care label/ washing instructions/ best washing
3. The Service Provider shall collect and deliver dirty linen/cloths and other laundry items from the different user areas defined by Buyer and also weigh the linen/cloths and other laundry items in front of buyer while putting the input in the Buyers
4. The Service Provider shall sort, process used linen/cloths and other laundry items with standard laundering processes including repairing (if required), finishing & Transportation & Delivery of washed linen/cloths and other laundry items shall be in a proper way i.e. in the covered trolley/covers/hampers etc. to the user area as per the schedule/ timing agreed between user and Service Provider.
5. The Service Provider shall use standard quality detergent and chemicals only. The detergent/chemicals used shall be environment friendly and suitable for fabric and has to be approved by the consumables which is to be used by service provider shall be of highest quality available in market and same must be approved by buyer
6. For packing the Service Provider shall pack the cleaned cloths as per the buyer requirement and for Combined Packing buyer shall determine how much of Combined packages are

4.2 Defined Timelines

1. The Service Provider shall ensure that the pickup and delivery of clothes should be within the time assigned by
2. Delay in delivery of Cleaned cloths, shall attract

4.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract and will be responsible and liable to deliver the services as per the
2. The Buyer shall be entitled to use the Cloths under Leasing Model given by Service Provider within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of Leased Cloths to be transferred to the Under Pickup and Drop Model the Service, Buyer will not be responsible for any fuel and transportation.
3. Responsibility of guarding/maintaining the Service Provider Machinery under Buyer premises will be responsibility of Service Provider and buyer will no have any role in Any electrical/physical damage to the buyer premises by Service Provider machinery or manpower will be accountable by service provider only and necessary penalty will be imposed on Service Provider.
4. Service Provider will not use buyer machinery or his machinery (when placed under Buyer premises) for any personal use or for any other activity not related to the scope of work under the contract.
5. The manpower provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labor acts/ laws will be the sole responsibility of the service provider.
6. It is to be noted that wherein the type of service is 'Lease and Laundry' model, (either Pickup & Drop Service), Leasing & Laundry (Onsite Laundry with Buyers Machine), or Leasing & Laundry (Onsite Laundry with Service Provider Machine)) the relation between the Buyer and Service Provider shall be similar to a Lessor and Lessee, wherein the Buyer shall be under the obligation to provide a detailed list of Laundry Items (with the specific number and sizes of linen/cloths and other laundry items etc) to the Service Provider and the Service Provider during the subsistence of the Contract Period, shall deliver the agreed number of Laundry Items in hygienic and perfect/ new

4.4 Limitations of Service Delivery (if any)

5 Service Provider's Obligation

1. It is the responsibility of the Service Provider to ensure high standard washing/cleaning without any adverse effect on fabric finish, color, luster etc. In case of unsatisfactory cleaning, the same shall be rewashed without any extra
2. In case of any damage including holes in linen/cloths and other laundry items after washing, yellowness in clothes and linens, stains on clothes, shrinkage suitable penalty shall be imposed and in case of repeated default Contract may be terminated.
3. The Service Provider shall be responsible for safe disposal of left chemicals & other washing materials and other garbage produced in laundry, as per the norms of the user department/ local administration.
4. Standard universal precautions to be followed while collecting & handling soiled / infected linen/cloths and other laundry.
5. Bio-Medical Waste Management rules, wherever applicable will be followed by the Service Provider.
6. When the Buyers Machine is being used for laundry service then the maintenance, wear and tear shall be the responsibility of the Service.
7. While setting up the machinery in the Buyer premises, the upkeep and maintenance of the premises, during the Contract Period, shall be the responsibility of Service.
8. If the Buyer premises is used for laundry, then the water and electricity bill in relation to the said premises shall be borne by the Service Provider and no concession with regard to the rates/ charges shall be
9. Service Provider must maintain all the appropriate records at his own cost as required by various Government.
10. Service provider will ensure that all the deployed manpower to the buyer is not suffering from any contagious or infectious.
11. The Service Provider shall replace the linen/cloths and other laundry items on a continuous basis and the linen/cloths and other laundry items which is used by buyer as per the Key performance parameters.
12. Service Provider may close laundry for repair and maintenance without having complete shutdowns only with prior information and approval from the Buyer well in advance prior to start of such work by the ServiceAt any stage in the washing process, the Service Provider is liable for replacement of the damaged linen/cloths and other laundry items with new one of same quality and If the quality of the washed linen/cloths and other laundry items are not found to be complying with the stipulations defined by buyer, the same shall be rewashed and will also be treated as a violation of terms and conditions.
13. Service Provider shall provide a digital weighing machine of adequate capacity with due Laundry Items shall be procured and supplied by the Service Provider on lease to the Buyer and if there is any deterioration in quality of the Laundry Items then it shall be the responsibility of the Service Provider to replace the same on an immediate basis without any objection or extra cost to the

6 Buyer's Obligations

1. Buyer shall segregate the soiled linen/cloths and other laundry items as per the type of clothing & finishing required by
2. Buyer shall ensure that only soiled linen/cloths and other laundry items, suitable for washing, are handed over to the Service
3. Buyer will hand over the soiled linen/cloths and other laundry items to the authorized person of the Service Provider and take back the cleaned clothes from the Service Provider and to review the entry made by Service Provider in the log
4. If the machines are installed in the Buyer premises, then the Buyer shall provide water and electricity connection along with separate meter to Service Provider. However, the water and electricity bills shall be borne by the Service
5. While using the model in which the machinery for washing the cloths is of Buyer then Buyer shall be required to provide fully operational machine to Service Provider but the cost of maintenance of machinery will be responsibility of Service
6. Buyer will inform the Service Provider regarding the time of pickup and delivery of linen/cloths and other laundry items with the specified point collection and Buyer and its designated authorities will have unfettered right to inspect the premise, process of laundry, finished product at any time and the Service Provider shall cooperate with the Buyer will provide separate space for storing linen/cloths and other laundry items both clean and dirty linen/cloths and other laundry.
7. Buyer can demand for a sample of any washing chemical or detergent for inspection and Buyer to keep torn linen/cloths and other laundry items separately for repairing /condemnation while delivery of washed linen and keeping record of condemned.
8. Buyer will not be responsible for any loss / damage to machine or property due to natural calamity, fire etc or In the event of any loss occasioned to the Buyer as a result of any lapse on the part of the Service Provider and that may be established after an enquiry conducted by the Buyer, and a suitable penalty will be imposed on Service
9. Buyer reserves rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the Buyer on medical examination of such employees, shall be borne and paid by the Service
10. **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 Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the

same may lead to a fine/ penalty on either party.

7.1 Logbook

1. The Service Provider shall maintain a logbook which should be signed by the buyer every time dirty cloths are given for Laundry Service and cleaned cloths came back from
2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribe timelines of such rejection with the designated representative of the

7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service
2. The Service Provider shall maintain a compliant register while giving the delivery of the cleaned clothes for the complaints by the buyer and

8 Penalties and Fine

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

Sr. No.	Description	Penalty for Breach		
		1 st Instance	2 nd Instance	3 rd Instance
1	Late collection / picking up of soiled linen/cloths and other laundry items etc. i.e. not as per the schedule decided by the buyer.	1% of the billed amount	3% of billed amount	5% of billed amount
2	Late delivery/handing over of the washed/ cleaned linen/cloths and other laundry items etc.	1% of the billed amount	3% of billed amount	5% of billed Amount
3	Washing, ironing, finishing etc. not done properly	Re-doing of work without any additional payment	2% of billed Amount and Re- doing of work without any additional payment	5% of billed Amount and Re- doing of work without any additional payment
4	Damage or theft/lost/short fall of the linen/cloths etc.	Penalty equivalent to the cost of the damage/theft/lost article on first instance	Double the cost of the articles on second instance	Termination of contract
5	Use of sub-standard chemicals/detergents	2% of billed amount	5% of billed Amount	Termination of contract.
6	Mixing of linen/cloths and other laundry items	1% of the billed amount	2% of billed amount	3% of billed Amount
7	Use of Uncleaned Trolley	0.5% of the billed amount	1% of billed amount	2% of billed amount
8	Misuse of resources	1% of the billed amount	2% of billed amount	3% of billed amount
9	Wrong packaging or improper packaging	1% of the billed amount	2% of billed amount	3% of billed amount
10	In case of repeated breach of SLAs beyond 3 instances in the entire contractual period	Termination of contract		
11	In case of subcontracting or outsourcing of the contract, in part or whole.	Termination of contract		

9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

9.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the
2. No advance payment shall be made to the Service
3. The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the

9.2 Payment Cycle

1. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service

9.3 Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non- submission of the same may lead to delay/ deduction in
2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be

10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be However, cause, evidence and nature of such effect shall be notified to the other party.
2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer.
3. *Amendment of the Contract as per both parties' consent:* Amendment of the Contract shall be done as per mutual consent of both parties, no party shall be made liable to pay/ get any compensation for agreement However, the variation put together shall not reduce or exceed 25% of contract value.

11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required. 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
2. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of 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.
3. *Breach of SLAs:* The contract may also be terminated if i)the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

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.