

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687790588847

अनुबंध तिथि | Contract Generated Date : 08-Apr-2024

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Government मंत्रालय Ministry : Ministry of Electronics and Information Technology विभाग Department : Department of Electronics and Information Technology संगठन का नाम Organisation Name : Software Technology Parks of India (STPI) कार्यालय क्षेत्र Office Zone: Gurugram	पद Designation : Vibhuti Raman संपर्क नंबर Contact No. : 0124-2455050-131 ईमेल आईडी Email ID : vibhutiparaman.tiwari@stpi.in जीएसटीआईएन GSTIN : 06AAATS2468J1ZA पता Address : Plot No. 30, Electronic City, Phase IV, Udyog Vihar, Sector 18, GURGAON, HARYANA-122015, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Director वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Director	Role: BUYER भुगतान का तरीका Payment Mode: Offline पद Designation : Vibhuti Raman ईमेल आईडी Email ID : vibhutiparaman.tiwari@stpi.in जीएसटीआईएन GSTIN : 06AAATS2468J1ZA पता Address: Plot No. 30, Electronic City, Phase IV, Udyog Vihar, Sector 18, Gurgaon, HARYANA-122015, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 0124-2455050-131 ईमेल आईडी Email ID : vibhutiparaman.tiwari@stpi.in जीएसटीआईएन GSTIN : 06AAATS2468J1ZA पता Address : Plot No. 30, Electronic City, Phase IV, Udyog Vihar, Sector 18, GURGAON, HARYANA-122015, India	Packaged Drinking Water Service

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : QZUZ210004148780 कंपनी का नाम Company Name : KIRAN ENTERPRISES संपर्क नंबर Contact No. : 09810159292 ईमेल आईडी Email ID : singhalok095@gmail.com पता Address : SHOP NO. K-7, GROUND FLOOR,,KHIRKI EXTN.,MALVIYA NAGAR,MALVIYA NAGAR, South Delhi, DELHI-110017, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-08-0018791 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 07BHAPS7005K1Z8	

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण Service Details	
सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 15-Apr-2024	सेवा समाप्ति तिथि Service End Date : 14-Apr-2025

श्रेणी नाम Category Name : Packaged Drinking Water Service	
बिलिंग चक्र Billing Cycle: weekly	

विवरण Description	Number of Cans (Per Day)	Price per Can (INR)	
Water Type	Packaged Drinking Water	6	89
Service Delivery	Week Days		
Brand	Aquafina, Kinley, Kingfisher		
Number of Service Days in a Month	22		

कुल राशि (सूत्र) Total Amount (Formula) : (Price per Can (INR)*Number of Cans (Per Day)*Number of Service Days in a Month*C ontract Period/30)	
एडऑन के बिना कुल मूल्य Total Value without Addons(INR)	142934
कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	142934.00

अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	142934

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and packaged water services provider. The purpose of this agreement is to facilitate implementation of Package Drinking water Services at the buyer's premises. This Agreement outlines the scope of work, buyer's obligations and special terms and conditions of services covered as they are mutually understood by 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.

2. Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to: Provide clear reference to service ownership, accountability, roles and/or responsibilities; Present a clear, concise and measurable description of service provision to the customer; Establish Terms and Conditions for all the involved stakeholders to ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. Thus, the agreement will act as a reference document that both the parties have understood the aforementioned terms and conditions and have agreed to comply by the same.

3. Stakeholders

Following are the main stakeholders associated with this agreement: Service Provider-Buyer-Paying Authority. 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 SLA.

4. Service Scope

The scope of this agreement includes supply of packaged drinking water in 20 liters water bottles at buyer premises or premise(s) mentioned by buyer. The service provider shall also provide service add-ons as selected / specified by buyer in service request. Service provider shall render the services as per the prices quoted at GeM portal. The service provider shall keep optimum buffer stock at buyer's premises sufficient enough to meet each day's demand. Storage place for buffer stock of bottles shall be provided by buyer.

4.1 Delivery and Return

1. Service Provider would provide the ordered quantity of water bottle daily at the Buyer's premises. This would be approximately equivalent to quantity specified by buyer at the time of service request.
2. The time frequency of delivery would be mutually agreed between buyer and service provider. Any delay or missed delivery shall attract penalty as per provisions of this contract.
3. Service provider shall render services as per the rates quoted at GeM portal and shall not charge any other extra cost for delivery and return.
4. Service Provider shall maintain a log for the number of bottles supplied every day along with the record of each of rejection instances / other instances such as delayed delivery or failure to deliver.
5. Service provider is liable to replace bottles if they are found to be damaged, dirty, seal broken or opened or rejected by user department due to visual impurities or other impurities.

4.2 Water Dispenser

The Service provider is not liable to provide water dispensers along with bottles unless otherwise bought as an "add-on" by buyer.

4.3 Quality

1. Service provider shall only supply bottles with ISI marking conforming to IS: 14543, BIS and FSSAI standards.
2. Service provider shall ensure that bottles supplied are not damaged, in reasonably good condition, not yellowish or faded and with untampered seal.
3. The water should be visually clear and free of any suspended particles.
4. Packaging date of water bottles supplied should not be older than one week from the date of delivery.
5. In an event that packaging date exceeds beyond 1 week at the time of delivery then the bottle shall be replaced immediately by service provider at no extra cost to buyer. Penalties for repeated instances shall be applicable as per provisions of the contract.
6. There should be computerized coding mentioning manufacturing date, MRP and Batch No.

5. Terms and Conditions

Buyer Obligations

1. Buyer would ensure that the empty bottles are returned to the Service Provider in original condition without any damages.
2. Buyer shall allot proper space for storing empty / filled water bottles.
3. Buyer shall inspect each lot of Packaged Drinking Bottles at the time of delivery and reject improperly marked / worn out / leaking / without ISI, BIS or FSSAI marks / without date of packaging bottles or bottles older than 1 week (from packaging date) at the time of delivery.
4. Buyer to verify the log book and record each of rejection instances / other instances such as delayed delivery or failure to deliver for claiming damages at the time of billing.
5. Buyer shall check if supplier has provided the agreed quantity as per the order, in case of shortage it should be reported.
6. Service provider shall deliver the water bottles at buyer's premises as per the decided frequency and it shall be buyer's responsibility to replenish the bottles at dispensers.
7. **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."

6 Special Terms and Conditions

1. Service provider agrees to provide and deliver packaged water bottles as per order generated and shall make suitable arrangements to deliver them at buyer's premises without any extra cost.
2. If demanded by the buyer service provider shall submit the certificates from packaged drinking water manufacturer stating the quality conforming to IS: 14543, certificate of license from FSSAI as declared by the service provider.
3. If Service Provider or his OEM is using ground water for packaging bottles then buyer would be obligated to produce as and when requested by buyer, an appropriate NOC certification from Central Ground Water Authority (CGWA)
4. Authorization, license or any certifications required to perform the service shall be the liability of the service provider and he shall be liable to submit these documents at the Buyer department on request.
5. The service provider shall have a person identified and his details shared with the Buyer department who will act as the point of contact for ordering and resolving any

issues related to the order quantity, quality and delivery period of the order.

- The service provider shall submit the required bills and documents at the end of every month or week as agreed in the agreement for the payment to process by the Buyer department.
- Actual number of days in the contract may vary depending upon the working days in the month and the payment will be processed as per actual deliveries made.

7. Penalties

- Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
- Penalties shall be levied for sl. No. 3 mentioned in below table only at fourth instance.
- If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days.

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach		
				1 Instance	2 Instance	3 Instance
1	Delay in delivery	On time	60 mins	NA	1% of RA bill for respective month	1.5% of billed amount per instance thereon
2	Failure to Deliver	Zero	NA	1% of RA bill for respective month	1.5% of RA bill for respective month	2% of billed amount per instance thereon
3	Bottles supplied are without proper computerized bath marking	Zero	Three	1% of RA bill for respective month	1.5% of RA bill for respective month	2% of billed amount per instance thereon
4	Cumulative Penalty	Cumulative Penalty shall be capped at 10% of the total contract value.				

Appendix A - Eligibility Criterion for Service Provider

SR No.	Criteria	Basics for evaluation	Supporting Documents Required
1	Legal Entity	Valid Legal Entity	Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP
2	Certificates	Valid Service Tax, VAT, Income Tax and PAN no.	Valid Service Tax Registration Certificate VAT Certificate Income Tax Return for the last three Financial years
3	Geographical presence of the firm/company	The requirements are specified for each service.	List of the service centers to be uploaded in the registration form in the GeM website by the service provider.
4	ISO Certificate BIS Certificate	ISO 9001:2008 Certificate, BIS Certificate	Copy of valid ISO certificates to be uploaded in the GeM website by Service Provider.

ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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.