

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687719723472

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

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| <b>संगठन विवरण   Organisation Details</b><br>प्ररूप   Type : Central Government<br>मंत्रालय   Ministry : Ministry of Information and Broadcasting<br>विभाग   Department : Ministry of Information and Broadcasting<br>संगठन का नाम   Organisation Name : Publications Division<br>कार्यालय क्षेत्र   Office Zone : Sochna Bhawan, Delhi | <b>खरीदार विवरण   Buyer Details</b><br>पद   Designation : Section Officer<br>संपर्क नंबर   Contact No. : -<br>ईमेल आईडी   Email ID : sec-ang-dpd@gov.in<br>जीएसटीआईएन   GSTIN : N<br>पता   Address : Sochna Bhawan, CGO Complex, Lodhi Road,, SOUTH EAST DELHI, DELHI-110003, India |
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| <b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b><br>आईएफडी सहमति   IFD Concurrence : Yes<br>प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DG<br>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : DG | <b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b><br>Role: DDO<br>भुगतान का तरीका   Payment Mode: PFMS<br>पद   Designation : Section Officer<br>ईमेल आईडी   Email ID : sudesh.kansal@gov.in<br>जीएसटीआईएन   GSTIN : N<br>पता   Address: Sochna Bhawan, CGO Complex, Lodhi Road,, SOUTH DELHI, DELHI-110003, India |
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| <b>परोक्षिती विवरण   Consignee Details</b> |   |  |
| क्र.सं.   S.No                             | परोक्षिती नाम & पता   Consignee Name & Address  | सेवा विवरण   Service Description           |
| 1  | संपर्क   Contact : -<br>ईमेल आईडी   Email ID : sec-ang-dpd@gov.in<br>जीएसटीआईएन   GSTIN : N<br>पता   Address : Sochna Bhawan, CGO Complex, Lodhi Road,, SOUTH EAST DELHI, DELHI-110003, India | Annual Maintenance service-AIR CONDITIONER |

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| <b>सेवा प्रदाता विवरण   Service Provider Details</b> |  |
| जेम विक्रेता आईडी   GeM Seller ID :                  | C932200001420200   |
| कंपनी का नाम   Company Name :                        | XYSTER SERVICES PRIVATE LIMITED  |
| संपर्क नंबर   Contact No. :                          | 09540950009  |
| ईमेल आईडी   Email ID :                               | xysterservices@gmail.com   |
| पता   Address :                                      | 40,,MAHESH GARDEN,,40, MAHESH GARDEN, NAJAFGARH, NEW DELHI,NAJAFGARH, New Delhi, DELHI-110043, - |
| एमएसएमई पंजीकरण संख्या   MSME Registration number :  | UDYAM-DL-10-0000994  |
| एमएसई सामाजिक श्रेणी   MSE Social Category :         | SC   |
| एमएसई लिंग श्रेणी   MSE Gender :                     | Male   |
| जीएसटीआईएन   GSTIN:                                  | 07AAACX3308D1ZQ (R)  |

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

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| <b>सेवा विवरण   Service Details</b>  |  |
| सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 20-May-2024 | सेवा समाप्ति तिथि   Service End Date : 19-May-2025 |
| श्रेणी नाम   Category Name : Annual Maintenance service-AIR CONDITIONER    |  |

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| <b>बिलिंग चक्र   Billing Cycle: quarterly</b>                                     |   |     |
|   | विवरण   Description   |     |
| <b>Amc Category</b>   | Air Conditioner-IS 1391   | 155 |
| <b>Type Of AIR CONDITIONER</b>  | Ceiling Mount Split AC (Cassette AC), Window AC   |     |
| <b>Amc Brand</b>  | Voltas  |     |
| <b>Nominal Cooling Capacity in TON</b>  | 2.5 Ton/7500 Kcal/hr  |     |
| <b>Vintage</b>  | 5 to 7 years  |     |
| <b>Technology of Air Conditioner</b>  | Non-Inverter (Fixed Speed type)   |     |
| <b>Number of Routine/ Preventive Maintenance Service Per Year</b>                 | One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service) |     |
| <b>Condition of Air Conditioners (AT THE TIME OF BIDDING)</b>                     | Under AMC and Functional  |     |
| <b>Physical Inspection/ Visit by Service Provider required before Bid Clouser</b> | true  |     |
| <b>Type of AMC</b>  | Comprehensive   |     |

कुल राशि (सूत्र) | Total Amount (Formula) :  
(Cost per AC(AIR CONDITIONER) Per Annum\*Quantity\*Contract Period/365)

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| ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)   | 477245    |
| कुल ऐडऑन मूल्य   Total Addon Value(INR)  | 0         |
| ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)  | 477245.00 |
| <b>अनुबंध की राशि   Amount of Contract</b>   |           |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR) | 477245    |

#### एसएलए विवरण | SLA Details

##### SPECIAL TERMS AND CONDITIONS (STC) FOR

##### ANNUAL MAINTENANCE CONTRACT- AMC SERVICE OF AIR CONDITIONER

- **Preamble**

1.1 All Annual Maintenance Contract (AMC) of Air conditioner placed through GeM shall be governed by the following set of Terms and Conditions:

- The above terms and conditions are in reverse order of precedence i.e. ATC supersedes STC which supersedes GTC , in case of any conflicting provisions.
- The above set of conditions along with the Scope of supply including price as enumerated in the Contract Document shall be construed to be part and parcel of the contract.
- This document represents a Service Level Agreement ("SLA") governing the contract between the Buyer and Service Provider (SP). The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all the services covered as mutually understood and agreed by the stakeholders.
- **Stakeholders**
  - The main stakeholders associated with this STC are:
    1. Service Provider
    2. Buyer
  - The responsibilities and obligations of the stakeholders have been outlined in this document. This document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions by the stakeholders . It is assumed that all the stakeholders have read and understood the same before signing this
- **Annual Maintenance Contract Service-** shall mean and include repair, replacement and upkeep of the Air Conditioners installed at Buyer's premises/office/location, without any extra cost and expenses to Buyer.(hereinafter referred as to "AMC").The scope of AMC for Air Conditioner shall consist of two parts which are General Scope and Contract Specific Scope.
- **Scope:** The contract shall be on comprehensive basis, inclusive of repairs and replacement of the spare parts without any extra cost and expenses to the Buyer . The Service Provider (SP) shall carry out quarterly routine services , preventive maintenance and breakdown maintenance for the Air Conditioners (ACs) covered under this AMC. The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the Air Conditioners within the premises of Buyer's department as per provision laid down in SLA and other provisions contained in the contract.

#### **4.BUYER OBLIGATIONS:-**

- 4.1 The Specific Scope shall cover the details regarding the Air Conditioners (such as type of Air Conditioner, Model of Air conditioner, Technology of AC, Nominal cooling capacity, Location of ACs, Vintage of AC, Type of Refrigerant etc.) and depending on site/location/building and other relevant conditions / precaution / requirements/details/information essentially considered to be informed to the Service Provider.
- 4.2 Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination..
- 4.3 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.
- 4.4 The Scope including specific activities/ work requirements related to the AMC of Air conditioner shall be provided by the Buyer with approval of competent Authority at the time of bidding.
- 4.5 If needed complete layout of the site/location/building where Air conditioners are located/installed may be provided by the Buyer to Service Provider after placement of the contract to the successful bidder.

#### **4.6 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."

4.7 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"

#### **5.Service Provider Obligations:**

- Service provider may depute/engage a suitable team to visit the site before bidding if required to fully understand the job and ascertain the difficulties that may be encountered during execution of the work . The sites visits shall be entirely at service provider's own cost and expense.
- Service Provider shall depute OEM Authorized Service Engineer/ technically competent service engineer / engineers along with skilled helpers at Buyer's premises to ensure proper upkeep of the Air Conditioners and quick resolution of the fault during the AMC period.
- The service Provider shall not demolish, remove, or alter structures or Buyer facilities on the site without prior written approval of Buyer. The Service Provider shall clean/dispose of all the debris and other material accumulated due to servicing/ maintenance of the Air Conditioners . The installation/ re-installation of ACs are NOT covered under the scope of the AMC.
- As and when required the service provider shall report to representative/nodal officer designated by buyer about performance of the Air Conditioners .
- The Service Provider shall undertake to arrange genuine spares parts of the Air Conditioners as and when required.
- The Service Provider has to ensure availability of the spare parts in their stock. In case some of the major spare are not available with Service Provider, the same shall be arranged within seven days.
- Service Provider shall maintain the confidentiality of any information related to the Air Conditioners under AMC. Service Provider shall be required to take appropriate measure to maintain confidentiality obligations by its personnel engaged .
- The AMC service shall be commenced maximum within 15 days (Two weeks) of award of contract.
- On award of the service order, the Service Provider would prepare a report regarding taking over of the Air Conditioner(s) before commencement of the AMC Service. It shall be the responsibility of the Service Provider to make the Air Conditioner work satisfactorily throughout the contract period, also to hand over the Air Conditioners to the department in working condition on expiry of the contract. Any damage to the Air Conditioner units in the contract period due to improper Maintenance practice to be rectified/ replaced by the Service Provider without any extra cost and expenses.

5.10 Service Provider(SP) shall maintain register indicating details of equipment being maintained and details of rooms/place where they are installed.

5.11 During AMC the SP shall carry out (\_\_\_\_\_)number of wet and dry services per year as per contract.

5.12 During AMC the SP shall also carry out one number of preventive maintenance (overhauling) services per year.

5.13 No work will be undertaken on closed holidays and beyond office hours on any day except by prior approval / direction of the Buyer.

5.14 Service Provider shall have facility to enable user department to register complaints either through telephone or by E-mail at user premises. Proper record of the complaints shall be maintained by the Service Provider/ Support Engineer/ call center for each consignee location/ User Premises.

5.15 Service Provider shall ensure availability of suitable instruments/tools for their service Engineer to examine and repair the Air Conditioners.

5.16 The preventive maintenance (overhauling) shall cover the details given below:-

- Acid cleaning of condensers and cooling coil fins repair of fins.
- Water cleaning of entire body.
- Tightening of all screws, fasteners.
- Checking all the electrical parts and wiring and repair of such parts. Oiling of all the moving parts.
- Checking the play (gap) of condenser motor and if required, refurbishing/replacing defective worn out parts.
- Checking cooling effect and if it is found that gas is less the same has to be topped up.
- Cleaning/ replacement of filters.
- Servicing of remote control and microprocessor controls.
- Repair of damaged insulation of refrigeration piping of split units, on account of routine service/ repair.
- Any other requirement as per the specific scope of service provided by the Buyer.

**(Note: Above said jobs are to be carried out at least once a year preferably in the month of May )**

- Apart from the overhauling, timely routine services (dry and wet) are also to be carried out which shall cover the following works.

a. Cleaning of filters.

b. Dust cleaning of entire unit by water/ air blower and cloth.

c. Checking/ tightening of all the screws/ fasteners.

d. Checking and tightening of electrical contact points and parts and if required, replacement of the defective parts.

e. Any other requirement as per the specific scope of service provided by the buyer

- Service Provider shall 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.

- Service Provider, as per need and requirement of the Department, may ensure appropriate deployment of the manpower.

- Periodic/ Routine Maintenance shall be as per industry standard/ Maintenance manual of the Air Conditioners. The parts/components/sub-assemblies used for repair/replacement by the Service Provider will be of the of same make and functional capability as originally available in the system.

- Service Provide shall be responsible for the verification of new part(s) from Buyer/ Buyer's nodal officer before fitting to equipments .The removed part is to be handed over to the Buyer/ Buyer's nodal officer. In case service provider notice any part is missing same to be brought to the notice of the Buyer/Buyer's nodal officer or otherwise

responsibility shall be of service provider.

- All the consumable articles / parts such as material required for cleaning of AC Unit and machinery, repairs and maintenance will be provided by the Service Provider at no extra charge to the Buyer.
- In case of delay in attending to problems, breakdown of Air Conditioners due to improper handling by the Service Provider's personnel then penalties for violation of Service Level Agreement shall be levied as indicated in the Penalty Clauses
- After carrying out repair when required certificate regarding equipment working condition should be obtained from concerned Buyer/ Nodal Officer.
- Service provider shall provide minimum warranty of 6 months for the replaced part from date of such replacement /repair.
- **Response Time:** In case , no part is replaced, then such complaint must be attended within 24 hours of lodging of such complaint .However, in case of requirement of change of spare part, then complaint should be resolved within 7 days of lodging. In case the Air Conditioner is not get repaired, or an alternative system not supplied within the period of 7 days from the time of failure reported, then the Buyer reserves its right to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recovered from the Service Provider.
- 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's department. In case of any misconduct penalties as indicated in the SLA shall be levied and Service Provider may be required to terminate the resource with immediate effect
- The Service Provider shall provide proper identity cards, uniform, etc. for the resources to ascertain only authorized service persons are attending to the servicing and repairing work.
- In case resources employed by the Service Provider resort to any theft the cost of the article shall be recovered from the Service Provider in addition to any other criminal action against such
- The resources used by Service Provider to carry out maintenance shall be on rolls of the Service Provider and shall have no claim whatsoever for any benefits from the Buyer department. Service provider shall be responsible for complying with any and all applicable rules, regulations, bye laws and other statutory compliances.
- **Payment Terms:**
  - The AMC contract is based on Unit rate per AC per Annum (inRs.)
  - The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.
  - Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.
- **Penalties and Termination:**

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this AMC. In case of noncompliance 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 liable to be terminated immediately without giving any further notice.

- Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 7 days.
- If the Service Provider is not able to complete or turn up for the calls, then Buyer can avail the services from any other local service provider / local technician and the amount so incurred in such repair or replacement can be deducted from the bill of Service Provider / from his due amount.
- The cumulative penalty cannot exceed 10% of the contract value for that period. The AMC may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy, if any.

#### Penalties

| Sl. No | Service Level Agreement  | Base Line Performance   | First default   | Second default   | Third default and subsequent defaults                    |
|--------|--|---|---|--|--|
| 1      | Delay in starting the AMC Services                                     | AMC services to start within maximum 2 weeks from award of the contract | 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   | Rs500  |
| 3      | Delay in carrying out Preventive/ Routine maintenance as per schedule  | To be carried out as per intervals applicable                           | 0.5 % of billed amount for every day 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 7 days of lodging of complaint                | 2 % of billing amount for the quarter for every               | 3 % of billing amount for quarter for every one day      | 5 % of billing amount per quarter for every              |

|   |   |                                |   |  |  |
|---|---|--------------------------------|---|--|--|
|   |   |                                | one day delay   | delay  | 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  | Rs 750   | Rs 1000 for 3 <sup>rd</sup> 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 | Rs2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization | Rs5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization |

#### 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.