

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687795682309

अनुबंध तिथि | Contract Generated Date : 22-Apr-2024

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : State Government मंत्रालय Ministry : - विभाग Department : State Election Commission संगठन का नाम Organisation Name : State Election Commission (SEC), Gujarat कार्यालय क्षेत्र Office Zone: 382010	पद Designation : UNDER SECRETARY संपर्क नंबर Contact No. : 079-23251241- ईमेल आईडी Email ID : us-sec@gujarat.gov.in जीएसटीआईएन GSTIN : - पता Address : STATE ELECTION COMMISSION , BLOCK NO 9, 6 TH FLOOR NEW SACHIVALAY, GANDHINAGAR, GANDHI NAGAR, GUJARAT-382010, 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: Secretary वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Secretary	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Account Officer ईमेल आईडी Email ID : ao-sec@gujarat.gov.in जीएसटीआईएन GSTIN : - पता Address: STATE ELECTION COMMISSION , BLOCK NO 9, 6 TH FLOOR NEW SACHIVALAY, GANDHINAGAR, Gandhi Nagar, GUJARAT-382010, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 079-23252150- ईमेल आईडी Email ID : dy-mam2-sec@gujarat.gov.in जीएसटीआईएन GSTIN : - पता Address : STATE ELECTION COMMISSION , BLOCK NO 9, 6 TH FLOOR NEW SACHIVALAY, GANDHINAGAR, GANDHI NAGAR, GUJARAT-382010, India	Hiring of Air Conditioners and Desert Coolers - Monthly Based - Desert Cooler; Plastic Body Cooler

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : 3B77190000827876 कंपनी का नाम Company Name : AVIVA ENTERPRISE संपर्क नंबर Contact No. : 09427714142 ईमेल आईडी Email ID : aviva1enter@gmail.com पता Address : PLOT NO-548/2, SECTOR-7 B, GANDHINAGAR, GANDHINAGAR, Gandhi Nagar, GUJARAT-382007, - एमएसएमई पंजीकरण संख्या MSME Registration number : - एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN: 24ECLPS8883Q1Z8 (R)	

*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	
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सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-May-2024 सेवा समाप्ति तिथि | Service End Date : 30-Jun-2024

श्रेणी नाम | Category Name : Hiring of Air Conditioners and Desert Coolers - Monthly Based

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description	Quantity	Hiring Charges Per Month of the Equipment (Inclusive of GST)
Equipment Required	Desert Cooler	2525
Type of Equipment	Plastic Body Cooler	
Functions Required	Cooling	
Remote Control Required	Not Applicable	
Capacity of the Equipment	2400 CuM/Hr	
Transformer Required	Not Applicable	
Installation Required	Yes	
Age of Equipment	New	
Stand Required	Yes	
Manpower Required	No	
Number of Months of usage during the contract period	2	

कुल राशि (सूत्र) Total Amount (Formula) : (Hiring Charges Per Month of the Equipment (Inclusive of GST)*Number of Months of usage during the contract period*Quantity)	
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	50500
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	50500.00
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	50500
एसएलए विवरण SLA Details	
SERVICE LEVEL AGREEMENT (SLA) and SPECIAL TERMS AND CONDITIONS (STC) FOR HIRING OF AIR CONDITIONERS AND DESERT COOLERS ON MONTHLY BASIS INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE DURING THE CONTRACT PERIOD	
1. Preamble	
<p>This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and Service provider. The purpose of this agreement is to facilitate the Hiring of Air Conditioners and Desert Coolers including Supply, Installation and Maintenance during the contract period at the buyer's premises or any other premises designated by buyer. The Service Provider would provide the required equipment and personnel as per the requirements of the buyer.</p> <p>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.</p> <p>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.</p> <p>The Services contracts of Hiring of Air Conditioners and Desert Coolers including Supply, Installation and Maintenance during the contract period placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>General terms and conditions for Goods and Services; Service Specific STC of the Services contracts and service level agreement (SLA) for the service; BID / Reverse Auction specific ATC.</p> <p>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.</p>	
2. Objectives and Goals	
<p>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:</p> <p>Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</p> <p>Present a clear, concise and measurable description of services offered to the buyer</p> <p>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</p> <p>To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</p> <p>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 may be revised/ modified in written on mutual consent of the stakeholders.</p>	
3. Stake Holders	
<p>The main stakeholders associated with this SLA are:</p> <p>Buyers: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</p> <p>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</p> <p>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.</p> <p>Service Scope and Specification, Seller's Obligation, Buyer's Obligation and Special Terms & Conditions</p>	
4. Service Scope and Specifications	
<p>The purpose of this agreement is to facilitate Hiring of Air Conditioners and Desert Coolers including Supply, Installation and Maintenance during the contract period. The Service Provider would provide the required equipment, its maintenance during contract period and to provide technical manpower/operator for the specified period as per the requirements of the buyer.</p>	
Desert Coolers	
<ol style="list-style-type: none"> Desert cooler body/Exhaust fan and Air cool Fan kit shall be as specified in schedule of work suitable for operation 230 volts + - 10%, 50 Hz, single phase, AC supply noise less operation. Submersible or Vertical Pumps should be suitable for operation 230 volts + - 10%, 50 Hz single phase, AC supply (as specified in schedule of work) capable to cater the water to all the pads with enough pressure. The pads of good quality dense pads shall be provided and shall be replaced once in 2 months. The coolers shall be equipped with suitable speed regulator for exhaust fan and ON/OFF switches for fan and pump separately. The Exhaust fan and water cooler shall be ISI mark. An angle iron stand or bracket of MS angle for suitable size to cater the load of desert cooler be provided for the coolers mounted at floor and at windows and at windows provision of stand should be as per site requirement of suitable height. No plastic blade fan shall be used in desert coolers. 	

8. Submersible pump should be capable to lift enough water and should not be less than 1/70 HP capacity.

Air Conditioners

1. The Air Conditioners supplied should be of following makes Voltas, Godrej, Samsung, LG, Hitachi, Lloyd, Videocon, Blue Star, Carrier etc.
2. The Air Conditioners Installed should be 3-star or above rating as per BEE.
3. The Air Conditioners should have separate remotes.
4. All Air Conditioners filters should be periodically cleaned at least once a qtr.
5. While quoting the Service Provider has to ensure that the charges quoted towards Supply, Installation and Maintenance Service of Air Conditioners on Hiring Basis are all inclusive of Packing/ Forwarding, Installation, Cooper Piping, Gas and other charges, Window Works, Walls Works and complete sealing of wires and others Equipments installed.
6. The rates quoted are also inclusive of suitable transforms to be installed along with the Air Conditioners machines.
7. Once the contract is executed the Service Provider will remove the Air Conditioners and other piping and wiring works carried out while installing and make good place after carrying out the necessary repairs and replacements at their cost and risks. If the Service Providers fails to do so, the cost of the same (as actuals along-with necessary plenty) will be deducted from their final settlement.

5. Buyers Obligations

1. Buyer shall nominate a Nodal officer from its organization to coordinate with Service Provider to facilitate installation/commissioning of Dessert Cooler or Air Conditioners.
2. The buyer shall provide adequate space and access to the authorized personnel of the Service Provider to work in the specified area.
3. The Buyer Department will provide a hard/soft copy indicating the General layout/drawing of the designated place, position (level from the ground) and address where the DG Set/Power Generator.
4. All the wiring up to distribution board/changeover switches shall be responsibility of buyer. The distribution board/changeover switches shall be responsibility of the Buyer. The distribution boards/ changeover switches shall be in closed vicinity where Air Conditioners or Dessert Coolers are required to be installed.
5. The responsibility of filling of water in desert coolers will be of users.

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. Seller's Obligation

The scope of work of the Service Provider shall also include following:

1. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
2. The service provider is responsible for transportation, loading & unloading of Dessert Cooler, Air Conditioners along with accessories/pipes etc. and installation of the same at the designated place.
3. The contractor shall deploy adequate staff and enough spares and tools for maintaining the desert coolers and air conditioning units and to attend the complaints.
4. The desert coolers and the air conditioner unit should work free from noise.
5. If the desert coolers and the air conditioner units found noisy the same shall be attended by contractor immediately or be replaced.
6. All the electric Equipments wiring etc. shall be done as per IE rules/regulations to ensure proper safety in case of any electric accident occurred due to the desert cooler or air conditioning units provide by contractor the liability arising out of this will be on contractor. The contractor should take all the safety aspects into consideration.
7. The grass pads will be changed by the contractor once in qtr.
8. The painting of coolers will be done by the contractor every year.
9. The safety/security of desert coolers will be of the contractor.
10. The contractor shall be liable for any loss/damage for poor bad maintenance/missing/theft of material.
11. The contractor shall be open a logbook to record the complaints/rectification and proper working of all desert coolers and air conditioners.
12. The register shall be signed weekly jointly by contractor and the consignee/authorized railway representative. Logbook should contain details.
13. Contractor will also do sealing of window by wooden plywood/or any other suitable material for closing the side opening of window to stop the passing of hot air from window. No extra charges will be given for this work.
14. If any part found damaged and needs to take out for repairs should only be done after suitable replacement of parts and ensuring that the desert coolers and air conditioners are working under no circumstances any of equipment is found non-working due to spares taken out for repairs during the working hours.
15. Electric supply points will be made available near the cooler and air conditioners. However, the electric connection from the switch boards to the cooler and air conditioners shall be done by contractor.
16. The contractor shall not charge anything extra if the desert coolers or air conditioners required to be shifted from one place to another.
17. Maintenance, cleaning of filters, oiling, greasing of fans etc. checking and tightening of connections, capacitors, wiring etc., all be done by contractor as per schedule of OEMs.
18. After expiry of the contract the contractor must take away all the desert coolers and air conditioners units within a week time or as guided by the buyer.
19. The filters should be kept in clean condition by the contractor to be checked weekly, if required may be changed.
20. The CTs wire for connection to desert coolers and air conditioners shall 3 core and cooler body and air conditioners shall be effectively earthed.
21. The contractor shall arrange to jointly check all the desert coolers and Air Conditioners daily for proper working.
22. The schedule of work and specification describes the basic requirement to which the contractor shall work but fact remains that everything cannot be fully specified, and omission are likely to occur in the schedule/specification. This however shall not be an excuse for not completing the work in every respect or in accordance with the prevailing healthy practices and specifications.

23. The contractors shall be maintaining the following records: -

- a) Record of preventive maintenance.
- b) Record of break down calls and completion reports.
- c) Record of servicing of desert coolers and air conditioners.
- d) Any other record required for better service for knowledge of engineer in charge.
- e) All the above records will be maintained as per the instructions to the engineer in charge and will be offered for inspections as and when desired by him. Record shall be signed by User's representative on daily basis.

24. The service provider shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any government order. The buyer shall have no liability whatsoever in any manner.

7. Special Terms and Conditions

1. Rates are to be quoted for Hiring of Air Conditioners and Desert Coolers on Monthly Basis includes Supply, Installation and Maintenance Service including rental charges and cost maintenance etc. Number of months for which service is required in a season (Year) and working period shall be defined in the contract
2. All Cost for maintenance and servicing of the Dessert Cooler including the cost of spare parts and periodical greasing etc. are to be borne by the Service Provider.
3. Size of the cooler may vary on demand of the end user depending upon the space provided for installation.
4. The Service provider will have to remove all the Air Conditioners and Dessert Coolers from the buyer location within 07 days from the date of termination or closure of the contract at their cost.
5. Working hours on all working days shall be prevailing normal office hours of that area or as specified by buyer.
6. Hiring Charges shall be payable from the date of commission / date of energizing the electrical installation or as specified in the contract.
7. No residential accommodation will be provided for the staff of contractor/workshop/storage facilities to accommodate the desert coolers during contract period by the railway to facilities prompt attendance to complaints.
8. However, for the purpose of complaint management a suitable space will be provided by the Railway where the contractor shall depute staff during office hours to record complaint and installed telephone etc., for complaint registration and shall arrange his own furniture etc.

8. 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-

8.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No extra payment shall be made against any expenditure made on maintenance of air conditioners or dessert coolers.
3. No advance payment shall be made to the Service Provider.

8.2 Payment Process

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow. Non-submission of the same may lead to delay/ deduction in payment.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice and service feedback.
3. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
4. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made

9. Amendment of Contract- Quantity Variation

1. During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require amending the Agreement, some of such conditions may be as followed-
2. **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 amended. However, cause, evidence and nature of such effect shall be notified to the other party.
3. **Amendment in statutory variations:** All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
4. **Variation of the Contract as per both parties' consent:** Variation 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 amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value:
 5. Increase or decrease in the quantity of Air Conditioners or Dessert Coolers
 6. Increase or decrease in duration of contract

10. 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:

In case of delay in Starting service, same penalty shall be imposed.

Sl. No	Service Level Agreement	Base Line Performance	First default	Second default	Third default and subsequent defaults
	Delay in starting the	Services to start within			

1	Services	maximum 2 weeks	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	Rs 500
3	Delay in carrying out Preventive maintenance as per schedule	To be carried out as per intervals applicable	0.5 % of billed amount for everyday 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 72 hours of lodging	2 % of billing amount for the quarter for every one-day delay	3 % of billing amount for quarter for every one-day delay	5 % of billing amount per quarter for every 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	RRs 750	Rs 1000 for 3rd 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 behavior etc with or employees of buyer organization 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	Rs 2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization
8	Substandard parts /Non-OEM parts are used while undertaking replacement	No such occasion should happen	Immediate replacement with genuine and quality parts with penalty of Rs 1000	Immediate replacement with genuine and quality parts with penalty of Rs 2500	Cancellation of the contract

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:
- 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 period.
- Breach of contractual obligations:** Any incidents considered as the breach of contract will result in immediate termination of services. 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.
- 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. However, termination of this Contract shall not affect any accrued rights or remedies of either party.

ईपीबीजी विवरण | ePBG Detail

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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.

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.