

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687715174310

अनुबंध तिथि | Contract Generated Date : 24-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4745599](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details
प्रकार   Type :	Central Government	पद   Designation : srdeegkir
मंत्रालय   Ministry :	Ministry of Railways	संपर्क नंबर   Contact No. : 97714-41300-
विभाग   Department :	Indian Railways	ईमेल आईडी   Email ID : ajitk.patra0506@gov.in
संगठन का नाम   Organisation Name :	North East Frontier Railway	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone:	North East Frontier Railway	पता   Address : DMM/KIR , Office of Divisional Railway Manager , Katihar Division,, KATIHKAR, BIHAR-854105, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राप्तिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence :	No	Role: BUYER
प्रशासनिक अनुमोदन का पदनाम	DRM/KIR	भुगतान का तरीका   Railways
Designation of Administrative Approval:		Payment Mode:
वित्तीय अनुमोदन का पदनाम	Sr. DFM/KIR	पद   Designation : srdeegkir
Designation of Financial Approval :		ईमेल आईडी   Email ID : ajitk.patra0506@gov.in
		जीएसटीआईएन   GSTIN : -
		पता   Address: DMM/KIR , Office of Divisional Railway Manager , Katihar Division,, Katihar, BIHAR-854105, India

परेषिती विवरण   Consignee Details		
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 97714-41300- ईमेल आईडी   Email ID : ajitk.patra0506@gov.in जीएसटीआईएन   GSTIN : - पता   Address : DMM/KIR , Office of Divisional Railway Manager , Katihar Division,, KATIHKAR, BIHAR-854105, India	Custom Bid for Services - Provision of Split Air Conditioner on hiring basis for the period of 05 years in Running Room over Katihar Division part A

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	9ITG200001808426
कंपनी का नाम   Company Name :	ELECTRO SERVICE
संपर्क नंबर   Contact No. :	09775445779
ईमेल आईडी   Email ID :	puloknath_slg@yahoo.co.in
पता   Address :	WARD NO-15, HM ROAD, HM ROAD, HAKIMPARA, SILIGURI, Darjeeling, WEST BENGAL-734001, -
एमएसएमई सत्यापिता   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	-
जीएसटीआईएन   GSTIN:	19ABSPN9769N1Z6 (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	
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 01-May-2024	सेवा समाप्ति तिथि   Service End Date : 30-Apr-2029
श्रेणी नाम   Category Name : Custom Bid for Services	
बिलिंग चक्र   Billing Cycle: quarterly	

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	Provision of Split Air Conditioner on hiring basis for the period of 05 years in Running Room over Katihar Division part A	1	12897876
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)	12897876
ऐडजॉन के बिना कुल मूल्य   Total Value without Addons(INR)	0
कुल ऐडजॉन मूल्य   Total Addon Value(INR)	12897876
ऐडजॉन सहित कुल मूल्य   Total Value Including Addons(INR)	
अनुबंध की राशि   Amount of Contract	

## 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 compliance . 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. Instruction To Bidder : [click here](#)
2. Pre Qualification Criteria ( PQC ) etc if any required : [click here](#)
3. Scope of Work : [click here](#)
4. Special Terms and Conditions (STC) of the Contract : [click here](#)
5. Service Level Agreement (SLA) : [click here](#)
6. Payment Terms : [click here](#)
7. Penalties : [click here](#)
8. GEM Availability Report ( GAR) : [click here](#)

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

1. Compliance Documents In Respect Of Sow Etc : [click here](#)

2. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
3. Any Other Documents As Per Bid (i) : [click here](#)
4. Any Other Documents As Per Bid (ii) : [click here](#)
5. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)
6. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :[click here](#)
7. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :[click here](#)
8. Certificate (Requested in ATC) : [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 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 alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

###### 2.3 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

FA AND CAO/ N F RAILWAY/ MALIGAON , Payable at KATIHAR

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR 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.