

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687738827562

अनुबंध तिथि | Contract Generated Date : 29-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4748107](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details
प्रकृत्या   Type :	Central Government	पद   Designation : STORE OFFICER
मंत्रालय   Ministry :	Ministry of Mines	संपर्क नंबर   Contact No. : 0891-2575940-
विभाग   Department :	NA	ईमेल आईडी   Email ID : ddgmcsvizag@gsi.gov.in
संगठन का नाम   Organisation Name :	Geological Survey of India (GSI)	जीएसटीआईएन   GSTIN : 37AAAGM0412K1ZK
कार्यालय क्षेत्र   Office Zone:	MCSD GSI MANGALORE	पता   Address : M&CSD, Geological Survey of India, NH-16, Marripalem, Visakhapatnam 530018, VISAKHAPATNAM, ANDHRA PRADESH-530018, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राप्तिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence :	Yes
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	DDGOPEC2MCSDVIZAG
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	DDGOPEC2MCSDVIZAG
	Role: DDO भुगतान का तरीका   Payment Mode: PFMS पद   Designation : SR GEOLOGIST AND DDO ईमेल आईडी   Email ID : ps.kumar@gsi.gov.in जीएसटीआईएन   GSTIN : - पता   Address: M&CSD, Geological Survey of India, NH-16, Marripalem, Visakhapatnam 530018, VISAKHAPATNAM, ANDHRA PRADESH-530018, India

क्र.सं.   S.No	परेषिती विवरण   Consignee Details	सेवा विवरण   Service Description
1	संपर्क   Contact : 0891-2575940- ईमेल आईडी   Email ID : ddgmcsvizag@gsi.gov.in जीएसटीआईएन   GSTIN : 37AAAGM0412K1ZK पता   Address : M&CSD, Geological Survey of India, NH-16, Marripalem, Visakhapatnam 530018, VISAKHAPATNAM, ANDHRA PRADESH-530018, India	Customized AMC/CMC for Pre-owned Products - Ultra Pure Water Purification System for 1 year; Ultra Pure Water Purification System for 1 year; Annual Maintenance Contract (AMC); 3 scheduled visits on every four months; No

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	H091220005933484
कंपनी का नाम   Company Name :	BIOCHROME INDIA
संपर्क नंबर   Contact No. :	09900911292
ईमेल आईडी   Email ID :	biochromeindia@gmail.com
पता   Address :	431/7,1082,5th cross, K.N.Extension, Triveni Road, Gokula 1st stage, Near Venkateswara Kalayan Mandapa,1082,5th Cross,Yeshwantpur, Bangalore-560022, Bangalore, KARNATAKA-560022, -
एमएसएमई सत्यापित   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-KR-03-0161215
एमएसई सामाजिक श्रेणी   MSE Social Category :	OBC
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	29AZUPR7124D1ZU (R) , (M)

\*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): 06-May-2024		सेवा समाप्ति तिथि   Service End Date : 05-May-2025			
श्रेणी नाम   Category Name : Customized AMC/CMC for Pre-owned Products					
बिलिंग चक्र   Billing Cycle: quarterly					
विवरण   Description		Quantity of product/equipment	Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period		
Manpower Required	No	1	35990		
Product category	Ultra Pure Water Purification System for 1 year				
Type of service	Annual Maintenance Contract (AMC)				
Product Brand	Ultra Pure Water Purification System for 1 year				
Preventive Maintenance Frequency	3 scheduled visits on every four months				
Number of months within the contract period for	12				

which service is required		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b> ( Consolidated Unit Price for AMC/CMC (Inclusive of GST) of product/equipment for the entire Contract Period*Quantity of product/ equipment )		
ऐडजॉन के बिना कुल मूल्य   Total Value without Addons(INR)		35990
कुल ऐडजॉन मूल्य   Total Addon Value(INR)		0
ऐडजॉन सहित कुल मूल्य   Total Value Including Addons(INR)		35990
<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)		35990

## एसएलए विवरण | SLA Details

### PREAMBLE:

1. Hiring of Customized AMC/CMC for Pre-owned Products contracts placed through GeM shall be governed by following set of Terms and Conditions:
  - i. General terms and conditions for Goods and Services;
  - ii. Service Specific STC of Hiring of AMC/CMC service for Other Products – as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;
  - iii. BID/Reverse Auction specific ATC
2. Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC will prevails or supersede the GTC wherever there are any conflicting provisions.
3. The above set of conditions along with scope of supply including price as enumerated in the contract document shall be construed to be part of the contract.
4. This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

**Agreement Overview:** This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and SPA providing the AMC/CMC services . The Service Provider would provide the required equipment (if any) and personnel (onsite or otherwise) as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

STC of this Service will be attached by the Buyer during Bid creation and that will become the part of the Contracts.

## अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work :[click here](#)
2. Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract : [click here](#)
3. Product/Equipment Details :[click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	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

### 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 Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

2

Shelf Life. On the date of supply, minimum

2

usable shelf life should be available / balance.

#### 2.3 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 2.4 Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered

product shall not be declared end-of-life by the OEM before this period.

**2.5 Buyer Added Bid Specific Scope Of Work(SOW):**

Text Clause(s)

## Scope of Work

### Ultra Pure Water Purification System :

1. Maintenance and service of Ultra Pure Water Purification System.
2. Preventive Maintenance and checking of components.
3. Three (03) scheduled visits per annum i.e. one visit on every four months and other visits if any on demand in case of breakdown.
4. PVC tubing to be replaced whenever it is required.
5. Quick fit connectors to be replaced as and when required.
6. To train users to sanitize and cleaning of systems.
7. The AMC period will be from 1<sup>st</sup> May, 2024 to 30th, <sup>t</sup> April, 2025

**2.6 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

### SPECIAL TERMS & CONDITIONS:

This Work order will govern by the Terms & Conditions and other guiding points mentioned hereunder:

1. Location of work to be undertaken at the office of Deputy Director General, Geological Survey of India, M&CSD, [OP:EC-II](#), Visakhapatnam-530018
2. The payment for AMC will be made in 2 phases in a year for 6 months period (at the end of each phase of 6 months period). Besides the AMC charges, GSI will not bear any kind of other charges viz. spares, accessories, Customs duty, freight, handling, forwarding, Octroi charges etc. against supply of any spare etc. for AMC purpose.
3. The AMC charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges.
4. Three (03) scheduled visits per annum i.e. one visit on every four months and other visits if any on demand in case of breakdown.
5. PVC tubing to be replaced whenever it is required.
6. Quick fit connectors to be replaced as and when required.
7. PAYMENT: Payment will be made in normal credit basis i.e. after satisfactory completion of PHASE WISE job. Actually payment will be made after submission of proper invoice as per this office work order and satisfactory completion of work / job. The first instalment will be released after successfully completion of AMC work / job and receiving the job completion certificate from the end user after six months (half yearly basis) and the second instalment will be released after completion of all the contractual obligations.

**8. PENALTY CLAUSE:**

### Service Level Agreement (SLA) during AMC period are as follows:

- a. The bidder should ensure to repair any fault within the time limit of 5 days and within 7 working days from the date of complain registered otherwise an amount equivalent to 10% of the half yearly AMC cost of contract will be deducted. If repair/maintenance is completed after 7 days and within 30 days, then 30% of the half yearly AMC cost will be deducted. If repair/maintenance is completed after 30 days and within 60 days, then 60% of the AMC cost of the equipment will be deducted. If repair is completed after 60 days and within 90 days, then 100% of the half yearly AMC cost of the contact value will be deducted from the performance bank guarantee.
- b. If the fault detected in the instruments cannot be repaired on site, the bidder are allowed to take out the material from outside GSI / remote location on their own cost and after repair the same instrument / replaced instrument with the same specification is to returned and re[1] installed within 30 days from the date of complain registered otherwise after 30 days penalty @ 2% per month (or fraction of a month) of the total project value will be deducted from the performance bank guarantee.

**9. TERMINATION OF CONTRACT/ CANCELLATION OF WORK ORDER:**

The Buyer shall have the right to terminate the Contract/ Cancel Work Order in part or in full in any of the following cases:-

- (a) All contracts of goods, reserve the right of Govt. to reject goods which do not conform to the specifications (see GFR Rule 225, Para: xviii).
- (b) The AMC is delayed for causes not attributable to Force Majeure or to any Justifiable cause for more than 3 months after the scheduled date of delivery.
- (c) The Seller is found involved or linked with unlawful or anti-national activities.

**2.7 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.